Digitized by the Internet Archive
in 2011 with funding from
Boston Library Consortium Member Libraries

http://www.archive.org/details/hampshirecountyc7380mass

Lib K

1773 et Seqvnt:

Hampshire ss. Anno Regni Georgii Tertii Regis magnae Britaniae Franciae et Hiberniae decimo Tertio.

At the Inferiour Court of Common Pleas holden at Northampton within and for the County of Hampshire on the Second Tuesday of February being the ninth Day of the said month Anno Domini 1773.

Present

Israel Williams... Esq.
Oliver Partridge.. Esq.
Timothy Dwight.. Esq.
Thomas Williams.. Esq.

Jury of Trials
Granby. Eleazar Nash foreman
N.m. Ebenezer Burt
Noah Parsons junr.
Had. Stephen Goodman
Hat. Seth Murray
Sund. Elijah Billings
North. Linus Doolittle
Granv. Moses Bascom
Pel. Prob.t Mc. Collough
Granv.c Isaac Powers
Shutes. Ebenezer Loche
Mont. Elisha Root
dismissed the 8th. day of the Term.

Cont.d action
Dunmore vs Allen, alias Belding

William Dunmore of Lancaster in the County of Worcester Physician and Hannah his Wife Pltf.s vs. Enoch Allen of Ashfield in the County of Hampshire husbandman alias Reuben Belding Warranter &c Deft. in a plea of Ejutment &c as at large on Record heretofore the Parties appear by their respective attor.s and move for a further Continuance of this action Therefore it is Considered that the s.d Parties have a day before the Lord the King here untill the third Tuesday of May next following said Second Tuesday of February aforesaid.

Williams vs Wilkie

Daniel Williams of Caston in the County of Bristol Esq. Pltf. vs. John Wilkie of Ashfield in the County of Hampshire Husbandman Deft. in a plea of Ejutment &c. as at large on Record heretofore the Parties appear viz. the Pltf. and Reuben Belding Warranter &c. by their respective attor.s and move for a further Continuance of this action, and it is Considered that the said Parties have a further day before the Lord the King here accordingly untill the third Tuesday of May next following said Second Tuesday of February aforesaid.

Pynchon vs Glover

William Pynchon of Salem in the County of Essex Esq. and others Pltf.s vs. Samuel Glover of Westbraham in the County of Hampshire yeoman Deft. in a plea

Pynchon vs Glover } plea of Entry & Dessisin &c as at large on Record here-
tofore the Parties appear by their respective Attys and
move that this Action may be Continued. And the
said Parties have a day before the Lord the King here-
accordingly untill the third Tuesday of May next fol-
lowing said Second Tuesday of February aforesaid. —

Phillips vs Gains et,ll, } Simeon Phillips of Springfield in the County of Hamp-
shire yeoman Plt. vs. Samuel Gains of Springfield afore-
said Joiner and others Defts in a plea of Trespass &c
as at large on Record heretofore. And now the said
Parties appear by their respective Attys and move
for a further Continuance of this Action Therefore it
is Considered that the said Parties have a Day accordingly
before the Lord the King here untill the third Tuesday
of May next following said Second Tuesday of Febry aforesaid.

Dewey vs Dewey } Israel Dewey of Westfield in the County of Hampshire yeo-
man Plt. vs. Thomas Dewey of Westfield aforesaid yeoman
Deft. in a plea &c. as at large on Record heretofore. And
now the said Parties by. Phelps and Hawley Esqr. their Attys
come here and humbly pray for a further Continuance
of this action under the same Rule as heretofore. and it
is Considered that the said Parties have a day before
the Lord the King here untill the third Tuesday of
May next following said Second Tuesday of February
aforesaid. —

Marinan vs Mighill } Abel Marinan of Conway in the County of Hampshire
yeoman Plt. vs. Asahel Mighill of Conway aforesaid
yeoman Deft. in a plea &c as at large on Record heretofore
And now the said Abel being three times publickly called
is nonsuit and the said Asahel likewise Defaulted. —

Vanhorne vs Smith } Aaron Vanhorne of Springfield in the County of Hamp-
shire yeoman Plt. vs. Thomas Smith of Springfield
aforesaid yeoman Deft. in a plea of the Case &c as at
large on Record heretofore. And now the said Referees
viz Jonathan White, John Morgan, and Daniel White
to whom this Action with other demands &c was Referd
do now Report that the abovenamed Thomas Smith
shall recover of the said Aaron Vanhorne his Costs of
Suit with the Costs of this Reference being fourteen
Shillings and four pence, he not having been Indebted
to the said Aaron at the time of Commencing this Suit,
Therefore it is Considered that the said Thomas do recover
against the said Aaron (defending) Costs of Suit taxed at One pound
nineteen Shillings and one penny of lawful money
and therefor he may have his Execution. —

Exon. ifs. 1st March 1773 —

John Ely yeoman and Justin Ely Gent. both of Springfield in the County of Hampshire Pltf. vs. Joseph Carew of Springfield aforesaid yeoman Deft. in a plea &c. as at large on Record heretofore. And now the said Parties appear and the said Joseph by Jonathan Bliss Esq. his Attr. moves for a further Continuance of this action. Therefore it is Considered that the said Parties have a day before the Lord the King here on till the third Tuesday of May next following said second Tuesday of February aforesaid. ——— 2 Ely et al. vs Carew

---

Benjamin Converse of Lunster in the County of Worcester yeoman Pltf. vs. ~~Nathaniel Wilder of Winfield in the County of Hampshire yeoman~~ Nathaniel Wilder of Winfield in the County of Hampshire yeoman and Thomas Wilder of Situate in the County of Plimouth yeoman Deft. in a plea of Covenant broken &c as at large on Record heretofore. The Pltf. appears by John Worthington Esq. his Attr. and the said Deft. the three times publickly called to come into Court do not come but make default of appearance here, and the Court is pleased to order that a Committee be committed to the Jury to Assess Damages, thereupon the Jurors of the Jury agreable to the form and effect of the Statutes in this Case made and provided now at this time returned and Impanelled being demanded thereupon Corporeally who to say the truth concerning the ~~Damages~~, being duly sworn did are upon their oath that they Assess the Damages of the said Benjamin to one hundred and forty pounds. Therefore it is Considered by the Court that the said Benjamin do recover against the said ~~Damages~~ Nathaniel, and Thomas one hundred and forty pounds of lawful money Damages and Cost of Suit taxed at Eight pounds fifteen Shillings and Eleven pence and thereof &c. Execution is. 18th Febry 1773 Converse vs Wilder et al

---

Seth Wait yeoman and Ebenezer Bardwell junr. yeoman both of Whately in the County of Hampshire Pltf. vs. Nathaniel Hawks yeoman and Simeon Hawks yeoman both of Deerfield in the County aforesaid Deft. in a plea of Trespass &c as at large on Record of last Term. And now the said Parties appear by their respective Attys. viz. the Pltf. by Jonathan Ashley Esq. their Attr. and the said Nathaniel by Simeon Strong Esq. his Attr. comes and defends &c and for plea says he is not Guilty in manner and form as the Pltf. in their declaration have alledged and thereof puts himself on the Country. And the said Simeon by his Attr. S. Strong Esq. comes and defends &c and for plea says he is not guilty in manner and form as the Pltf. in their Declaration have alledged and thereof puts himself on the Country. And the said Seth and Ebenezer agreeing not to review the Cause if Judgment should be against them on Tryal of the appeal, reserving to themselves the Liberty of Joining the Issue tendered upon the Tryal of the appeal say that the Pleas aforesaid of the said Nathaniel and Simeon in manner above pleaded are Insufficient Answers to the Pltf. declaration and that they have no necessity nor are Wait et al vs Hawks &c

Waitt et al vs Hawk et.

are obliged by the law of the Land in anny manner to answer thereto wherefore for want of sufficient plea in this behalf the said Pltf. pray Judgment and that their Damages and Costs may be Adjudged them. And the said Nathaniel and Simeon say their plea are sufficient. Thereupon all and singular the premises being seen and by the Court of the Lord the King now fully understood for that it appears to the said Court now here that the plea aforesaid of the said Nathaniel and Simeon by them in manner and form aforesaid pleaded and the matter in the same contained are a good and sufficient Answer in Law to the Declaration aforesaid of the said Seth and Ebenezer and that they ought not to answer any thing upon their plea aforesaid. Therefore it is Considered that the said Seth and Ebenezer by their plea aforesaid recive nothing but that for their groundless Claim they be in mercy &c. It is also Considered that the said Nathaniel and Simeon do recover against the said Seth and Ebenezer Costs for defending the Suit of the said Seth and Ebenezer &c. —— The Pltf. by their said Atty. viz Jonathan Ashley Esq. appeal from the Judgment of this Court to the Superiour Court of Judicature &c to be holden at Northampton within and for the County of Hampshire on the ~~present~~ last Tuesday of April next and he Recognizes with Sureties as the Law directs for the Seth and Ebenezers prosecuting the Appeal with effect as by the said Recognizance on file may be seen. ——

Bardwell vs Gilles.

Samuel Bardwell of Montague in the County of Hampshire yeoman Pltf. vs. Thomas Gilles of Halifax in the County of Cumberland in the Colony of New York yeoman Deft. in a plea of the Case &c as on Record of last Term. And now the Pltf. appears by Jonathan Ashley Esq. his Atty. and the said Thomas tho three times publicly called to come into Court doth not come but makes default of appearance Wherefore therefore it is Considered by the Court that the said Samuel do recover against the said Thomas twenty one pounds thirteen Shillings and three pence two farthings of lawful money Damages and Cost of Suit taxed at two pounds fourteen Shillings and six pence and thereof he may have his Exon. —— Ex. is. 2. April 1773. —

Morgan vs Woodetal,

Lucas Morgan of Springfield in the County of Hampshire yeoman Pltf. vs. John Wood of Colerain in said County Esq. otherwise called John Wood of Colerain aforesd. Innholder and Innis Stewart of the same Colerain Gent. Deft. in a plea of the Case &c as at large on Record of last Term. The Pltf. appears by Caleb Strong Junr. Gent. his Atty. and the said John and James by Joseph Hawley Esq their Atty. come and defend the force &c. and say that they or either of them never promised the within name

Lucas in manner and form as against them in the said Writ is alledged and thereof they put themselves on the Country. And the Plt. likewise. — Thereupon the Jurors of the Jury aggreable to the form and effect of the Statutes in this Case made and provided now at this time Returned and Impannelled being demanded likewise come who to say the truth concerning the premises being duly Sworn, did upon their oath say that the said Defts. owed and promised in manner and form as the Plt. in his Writ hath alledged, and find for the Defts. their Cost. therefore it is Considered by the Court that the said Johns and James do recover against the said Lucas Cost of Suit taxed at three pounds and five shillings, and thereof &c. —

Michael Jackson late of Northfield in the County of Hampshire Trader Plt. vs. John Wood of Colrain in said County Trader Deft. in a plea of Trespass on the Case for that the said John at Northampton aforesaid on the twenty day of May last was Indebted to the said Michael in the Sum of twenty five pounds twelve Shillings and six pence lawful money for two thousand three hundred and thirty pounds weight of the salts of tobacco then and there sold and delivered by the said Michael to the said John at his request at the rate of twenty two Shillings per hundred as by the Account to the Writ annexed appears, whereupon the said John then and there in Consideration thereof promised the said Michael to pay him the said Sum of twenty five pounds twelve Shillings and six pence on demand. and for that whereas the said John there afterwards on the same day in Consideration that the said Michael had before that time at the request of the said John sold and delivered him the other Quantity of two thousand three hundred and thirty pounds weight more of good salts of tobacco. Assumed on himself and then and there promised the said Michael to pay him so much money as the said two thousand three hundred and thirty pounds weight of the salts of tobacco last mentioned was reasonably worth and so much as the said Michael reasonably deserved and ought to have for the same on demand. and the said Michael saith that the said last mentioned Quantity of the salts of tobacco was reasonably worth and that he well deserved to have therefor the other Sum of twenty five pounds twelve Shillings and six pence lawful money more whereof he there afterwards on the same day gave the said John Notice and he thereupon became Chargeable to pay the same Sum to the said Michael accordingly. Yet the said John tho there afterwards on the same Day and after both before and since that time was by the said Michael requested to pay the Sums aforesaid has not paid the Sums aforesaid nor either of them but unjustly neglects and refuses to do it to the damage of the said Michael forty pounds. the Plt. appears by John Worthington Esq. his Att. and the said John by Hawley Esq. and Caleb Strong Junr. Gent. his Attys. comes and defends &c. and says that he never promised in man-

Jackson vs Wood No 1

manner and form as the Plt. in his Declaration against him hath alleged and thereof puts himself on the Country. — and the Plt likewise. Thereupon the Jurors of the Jury agreable to the form and effect of the Statutes in this Case made and provided now at this time returned and Impannelled being demanded likewise come who to say the truth concerning the Premises being Duly Sworn declare upon their Oaths that the Deft. never promised &c. and therefore find for the Deft. his Cost. Therefore it is considered by the Court that the said John do recover against the said Michael Costs of Suit taxed at one pound Six Shillings and four pence the Plt. by his said Att. viz. John Worthington Esq. Appeals from the Judgment of this Court to the Superiour Court of Judicature &c to be holden at Northampton within and for the County of Hampshire on the ~~forenoon~~ last Tuesday of April next and he recognizes with Surties as the Law directs for the said Michael prosecuting his Appeal with effect as by the said Recognizance on file appears.

Johnson vs Wood No 1

Salmon Dickinson of Hatfield in the County of Hampshire yeoman Plt. vs. Oliver Thellogg late of Hatfield aforesaid yeoman Deft. in a plea of the Case for that said Salmon at said Hatfield on the first day of Novemb^r. Instant being possessed of one bayed mare of the price of fifteen pounds lawful money as of the proper Goods and Chattles of him the said Salmon. the same mare afterwards viz on the fifth day of the same Novemb^r at said Hatfield the said Salmon out of his hands and possession casually lost and was deprived of the same which same mare afterwards viz on the same fifth day of Novemb^r at Hatfield aforesaid by finding came into the hands and possession of the said Oliver. yet the said Oliver knowing the same mare to be the proper Mare of him the said Salmon and to him of right to belong and Appertain the same mare has never delivered to the said Salmon tho often thereto requested and particularly on the twentieth day of the same Novemb^r at Hatfield aforesaid but the same mare the said Oliver to his own use did then and there dispose of and Convert to the damage of the said Salmon twenty pounds. the Plt. appears by Elisha Porter Esq. his Att^r and the said Oliver tho three times publickly called to come into Court doth not come but makes default of appearance Therefore it is Considered by the Court that the said Salmon do recover against the said Oliver fifteen pounds of lawful money Damages and Cost of Suit taxed at Five pound fourteen Shillings and six pence, and thereof &c. Ex. is. 1st March 1773. —

Dickinson vs Thellogg No 2

Thomas Amory of Boston in the County of Suffolk Distiller Plt. vs. Benjamin Tupper late of Chesterfield in the

Amory vs Tupper

Emery vs Tupper No 3 } the Case for that the said Benjamin at said Northampton on the first day of November last past being justly Indebted to the said Thomas in the sum of ten pounds four Shillings and nine pence half penny lawful money to balance Book Acct. according to the Accompt annexed to the Writ, he the said Benjamin then and there in Consideration thereof promised the S. Thomas to pay him the same sum on demand yet the said Benjamin tho often requested has never performed his said promise but neglects it to the damage of the said Thomas thirteen pounds. this Plt. appears by Elisha Porter Esq. his Attr. and the said Benjamin the three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Thomas do recover against the said Benjamin ten pounds four Shillings and nine pence two farthings of lawful money Damages and Cost of Court taxed at three pounds three Shillings and Eight pence. and thereof &c. Ex. is. 16th April 1773

Marsh vs Gaylord No. 4 } Moses Marsh of Hadley in the County of Hampshire Gent. Plt. vs. Elphalet Gaylord late of South Hadley in said County yeoman Deft. in a plea of the Case for that the said Elphalet at said Hadley on the twenty fourth day of August last past by his Note of that date for value received promised the said Moses to pay him the sum of three pounds seven Shillings lawful money within one Month from the date of the same note with the lawful Interest of the same sum until paid yet the said Elphalet the after requested has never performed his said promise but neglects it to the damage of the said Moses five pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Elphalet the three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Moses do recover against the said Elphalet three pounds Eight Shillings and ten pence of lawful money Damages and Cost of Court taxed at one pound thirteen Shillings and seven pence and thereof he may have his Extcn. Ex. is. 25th Feby. 1773

Adams vs Ashley No. 5 } Nathan Adams of Sunderland in the County of Hampshire yeoman Plt. vs. Joseph Ashley of Sunderland aforesd. yeoman and a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of said County Deft. in a plea of the Case for that the said Joseph at said Sunderland on the thirtieth day of Octob. 1771 by his Note of that date for value received promised the said Nathan to pay him the sum of nine pounds lawful money by the first day of April then next after the date of the said note with the lawful Interest of the

same Sum after the said first day of April untill paid yet the said Joseph tho often requested hath never performed his said promise but neglects it to the damage of the said Nathan twelve pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Joseph tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Nathan do recover against the said Joseph ten pounds nine Shillings and three pence lawful money damages and Cost of Court taxed at One pound Eighteen Shillings. the said Joseph by Jonathan Ashley Esq. his Attr. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and he recognizes with Surities as the law directs for the said Joseph's prosecuting his appeal with effect as by the said Recognizance on file appears. ——

Warham Smith of Hadley in the County of Hampshire— yeoman Plt. vs. Ralph Way Junr. of Hadley aforesd. Labourer Deft. in a plea of the Case for that the said Ralph at said Hadley on the fifteenth day of March last past by his Note of that date for value recived promised the said Warham to pay him the Sum of Eleven pounds Nineteen Shillings and eight pence half penny Lawful money on demand with the Lawful Interest of the same Sum untill paid. yet the said Ralph tho often requested hath never performed his said promise but neglects it to the damage of the said Warham fifteen pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Ralph tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Warham do recover against the said Ralph twelve pounds twelve Shillings and Six pence of Lawful money Damages and Cost of Court taxed at One pound twelve Shillings and seven pence and thereof he may have his Execn. —— Ex. is. 6th. March 1773. ——

Smith vs Way No 6

Jonathan Warner of Hadley in the County of Hampshire Trader Plt. vs. Oliver Taylor late of South Hadley in said County yeoman Deft. in a plea of the Case for that the said Oliver at said Hadley on the twentieth day of June A.D. 1771 by his note of that date for value recived promised the said Jonathan to pay him the Sum of two pounds five Shillings and Six pence Lawful money on demand with the Lawful Interest of the same Sum untill paid. and also for that the said Oliver at said Hadley on the tenth day of Febry last past by his Note of that date for value recieved promised the said Jonathan to pay him one other Sum of three pounds ten Shillings Lawful money on demand with the Lawful Interest of that same Sum untill paid. yet the said Oliver tho often requested has never performed either of his said promises but neglects it to the damage

Warner vs Taylor No 4

Warner vs Taylor No 9 | of the said Jonathan Seven pounds. the Plt. appears by Elisha Porter Esq his att.r and the said Oliver tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considerd by the Court that the said Jonathan do recover against the said Oliver Six pounds four Shillings and four pence of lawful money Damages and Cost of Court taxed at Eight pound thirteen Shillings and Seven pence and thereof he may have his Execut. —— Execn. Issd 25th Feby 1773. —

Idem vs Lyman No. 10 | Jonathan Warner of Hadley in the County of Hampshire Trader Plt. vs. John Lyman of Hadley aforesaid Gent. Deft. in a plea of the Case for that the said John at said Hadley on the twenty Eighth day of February A.D. 1769 by his note of that date for value recvd promised the said Jonathan to pay him the Sum of twenty Six pounds Six Shillings and four pence three farthings Lawful money on demand with the Lawful Interest of the same Sum untill paid. and also for that the said John at said Hadley on the thirty first day of March A.D. 1769 by his other note of that date for value recvd promised the same Jonathan to pay him one other Sum of Seven pounds two Shillings and four pence Lawful money on demand with the Lawful Interest of that same Sum untill paid. and also for that the said John at said Hadley on the first day of May A.D. 1769 being Justly indebted to the said Jonathan in the Sum of one pound fifteen Shillings and nine pence Lawful money to ballance book Acct. according to the Acct. to the Writ annexed he the said John then and there in Consideration thereof promised the same Jonathan to pay him the same Sum on demand. Yet the said John tho often requested has never performed either of his aforesaid promises but wholly neglects and refuses to do it to the damage of the said Jonathan forty pounds. the Plt. appears by Elisha Porter Esq. his Att.r and the said John tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Jonathan do recover against the said John thirty pounds Sixteen Shillings and one farthing of Lawful money damages and Cost of Court taxed at One pound twelve Shillings and Seven pence and thereof he may have his Execn. —— Ex. issd 25th Feby 1773. —

Idem vs Harrington No. 11 | Jonathan Warner of Hadley in the County of Hampshire Trader Plt. vs. Jason Harrington late of Conway in said County yeoman Deft. in a plea of the Case for that the said Jason at said Hadley on the twenty fifth day of March last past by his Note of that date for value recvd promised the said Jonathan to pay him the Sum of two-

pounds Fourteen Shillings and three pence Lawful money on demand with the Lawful Interest of the same from until paid yet the said Jason the often requested has never performed his said promise but neglects it to the damage of the said Jonathan four pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Jason tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Jonathan do recover against the said Jason two pounds nineteen Shillings and seven pence of Lawful money Damages and Cost of Court taxed at One pound Sixteen Shillings and one penny and thereof he may have his Execn. Execn. Is.d 25th February 1772. —

Increase Walker of Suffield in the County of Hampshire yeoman Plt. vs. Herman Watson of Southampton in the County aforesaid yeoman Deft. in a plea of the Case for that the said Herman at said Northampton on the twenty fifth day of June last past by his Note of that date for value received promised the said Increase to pay him five pounds and three Shillings Lawful money on demand with the Lawful Interest for the same till paid yet the said Herman the often requested hath never paid the said Increase the same but hitherto hath and still doth unjustly neglect and refuse to pay him the same to the damage of the said Increase nine pounds. the Plt. appears by Samuel Fowler Gent his Attr. and the said Herman tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Increase do recover against the said Herman five pounds Seven Shillings and one farthing of Lawful money damages and Cost of Court taxed at two pounds two Shillings. and thereof &c.

Walker
v.
Watson
No. 12

Mathew Laflin of Southwick in the County of Hampshire yeoman Plt. vs. David Willcocks of Southwick aforesaid yeoman Deft. in a plea of the Case for that the said David at said Northampton on the Eleventh day of June A.D. 1771 by his Note in writing under his hand of that date for value recd. promised the said Mathew to pay him Eleven pounds and ten Shillings at or before the first day of Feby then next ensuing the date of said Note with the mareing Lawful Interest for the same till paid yet the said David tho often requested hath never paid the said Mathew the same but unjustly neglects and refuses to pay him the same to the damage of the said Mathew twenty pounds. the Plt. appears by Samuel Fowler Gent. his Attr. and the said David tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Mathew do recover against the said David twelve pounds thirteen Shillings and two pence two farthings of Lawful money damages and Cost of suit taxed at two pounds two Shillings and Eight pence. and thereof &c. Ex.is. 29th April 1773

Laflin
v.
Willcocks
No. 13

Samuel Fowler of Westfield in the County of Hampshire Gent. Plt. vs. David Palmer of Murrayfield in said County yeoman Deft. in a plea of the Case for that the s.d David at

Fowler
vs
Palmer

Fowler vs Palmer No 14

at said Westfield on the twenty fourth day of April last past by his Note in writing under his hand of that date for value recived promised the said Samuel to pay him or Order two pounds and ten Shillings lawful money within two months from the date of said note with lawful Interest for the same till paid yet the said David tho often requested hath never paid the Plt the same but unjustly neglects it to the damage of the said Samuel five pounds. the Plt. appears in his own proper person and the said David tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Samuel do recover against the said David two pounds twelve Shillings and four pence two farthings of lawful money Damages and Cost of Court taxed at one pound nineteen Shillings and three pence may have his Execon. — Execon. dd. 24th Febry 1773. —

Fowler vs Dewey No 15

Samuel Fowler of Westfield in the County of Hampshire Gent. Plt. vs. Thomas Dewey of Westfield aforesaid yeoman Deft. in a plea of the Case for that the said Thomas at said Westfield on the sixth day of January A.D. 1772 by his Note of that date for value recived promised the said Samuel to pay him or Order three Shillings and one penny on demand. Also for that the said Thomas at Westfield aforesaid on the twenty sixth day of April last past by his other note of that date for value recived promised the said Samuel to pay him or Order thirty nine Shillings and eight pence on demand with lawful Interest for the same until paid. Also for that the said Thomas at said Westfield on the twenty third day of September last past by his other Note of that date for value recived promised the said Samuel to pay him or Order another Sum of two pounds five Shillings and one penny lawful money on demand with lawful Interest for the same till paid yet the said Thomas tho often requested hath never paid the said Samuel the same nor any or either of the aforesaid Sums or any part thereof but unjustly neglects and refuses to pay him the same to the damage of the said Samuel nine pounds. the Plt. appears in his own proper person and the said ~~David~~ Thomas tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Samuel do recover against the said Thomas four pounds ten Shillings and nine pence of lawful money Damages and Cost of Court taxed at two pounds one Shilling and two pence and thereof he may have his Ex. Ex. dd. 24th Febry 1773

Cooper vs Barber No 16

Timothy Cooper of Springfield in the County of Hampshire yeoman Plt. vs. Eldad Barber of Springfield aforesaid yeoman Deft. in a plea that the said Eldad render to the said Timothy five pounds fifteen Shillings and three pence which to the Pl

he owes and from him unjustly detains and wherein the Plt says
that at an Inferiour Court of Common pleas holden at Springfield
within and for the County of Hampshire on the third Tuesday
of May in the Eleventh year of his Majestys Reign by the Judgment
of the same Court he recovered against the said Eldad four pounds
five Shillings and six pence lawful money for his Damages
by reason of the said Eldads not performing of his promise before
that time made to the Plt. and also one pound nine Shillings
and nine pence for his Costs and Charges by him about his
suit in that behalf expended whereof the said Eldad is convict
as by the Record thereof in said Court there remaining is fully
manifest and appears which Judgment yet remains in its full
force and effect not satisfied nor reversed and the Plt. hath not
had out Execn. on said Judgment the same is wholly unsatisfied
and the same Sums wholly unpaid whereby an action hath ac-
crued to the Plt. to demand and have of the said Eldad the said
five pounds fifteen Shillings and three pence nevertheless the
said Eldad tho often requested hath not performed his said promise
but he wholly neglects it to the damage of the said Timothy as
he saith the Sum of nine pounds which shall then and
there be made to appear with other due Damages. the Plt. ap-
pears by John Phelps Gent. his Attr. and the said Eldad tho three
times publickly called to come into Court doth not come but makes
default of appearance here therefore it is considered by the Court
that the said Timothy do recover against the said Eldad six pounds
seven Shillings and four pence of lawful money Debt and Damages
and Cost of Court taxed at two pounds two Shillings and two pence
and thereof he may have his Execn. Ex. is. 21st. Mar. 1775.

Timothy Cooper of Springfield in the County of Hampshire } Adam
yeoman Plt. vs. Job Smith of said Springfield yeoman Deft. in } vs
a plea that the said Job render to the said Timothy three pounds } Smith
seventeen Shillings and Eleven pence two farthings which to } No. 17
the Plt. he owes and from him unjustly detains and wherein
the said Timothy says that at the Inferiour Court of Common
pleas holden at Springfield within and for the County of Hamp-
shire on the last Tuesday of August Anno in the tenth year
of his Majestys Reign by the Judgment of the same Court he
recovered against the said Job two pounds six Shillings and three
pence two farthings lawful money for his Damages by rea-
son of the said Job not performing of his promise before that
time made to the Plt. and also one pound ten Shillings
and eight pence for his Costs and Charges by him about his
suit in that behalf expended whereof the said Job is convict as
by the Record thereof in said Court remaining is fully manifest
and appears which Judgment which Judgment yet remains in full
force and effect not satisfied nor reversed and altho the Plt. afterwards
viz on the twenty fifth day of July A.D. 1771 sued out one Writ
of Execution thereon yet the Sums so aforesaid recovered were
never levied thereby and the Return day thereof long since passed
the same is wholly unsatisfied and the same Sums wholly unpaid
whereon an Action hath accrued to the Plt to demand and have of

Cooper vs Smith No. 17.

of the said Three pounds Seventeen Shillings and Eleven pence two farthings never thelefs the said Job the Defendt requested hath never paid the same or any part thereof but wholly neglects to do it to the damage of the said Timothy nine pounds. the Pltf. appears by John Phelps Gent his Attr. and the said Job tho' three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Timothy do recover against the said Job four pounds nine Shillings and one penny of lawful money Damages and Debt and two pounds two Shillings and two pence Cost of Suit as taxed & and thereof he may have his Execution. Ex. issd 21st May 1773. ——

Clarke vs Rhodes No. 18

James Clarke of Blanford in the County of Hampshire yeoman Pltf. vs. John Rhodes of Worthington in said County yeoman Deft. in a plea of the Case for that the said John at said Northampton on the last Day of Novembr last past being Indebted to the said James in the Sum of six pounds five Shillings and five pence for Labour according to the Account annexed to the Writ and being so Indebted he the said John then and there in Consideration thereof promised the said James to pay him the same on demand. and also for that whereas the said James on the same last day of Novembr last past had done and performed for the said John at said Northampton other Labour and Service than that mentioned in the Account annexed to the Writ he the said John in Consideration thereof then and there promised the said James to pay him therefor as much money as the said James reasonably deserved to have from the said John for the same Labour whenever thereto required and the said John in fact saith that he reasonably deserved to have from the said John one other Sum of six pounds five Shillings and six pence lawful money of which the said John then and there had notice from the said James yet the said John tho often thereto requested hath not performed either of his said promises but he hitherto hath and still doth unjustly neglect it to the damage of the said James Seven pounds. the Parties appear by their respective Attys. viz the Pltf. by John Phelps Gent his Att. and the Deft. by John Worthington Esq. his Att. and move that this action may be Continued And it is Considered that the said Parties have a Day before the Lord the King here untill the third Tuesday of May next following said third Tuesday of Febry aforesaid. ——

Darrow vs Sackett No. 19

Jedidiah Darrow of Southampton in the County of Hampshire yeoman Pltf. vs. Ozem Sackett yeoman. Moses Sackett yeoman both of Westfield in said County Defts in a plea of the Case for that the said Ozem and said Moses at said Westfield on the twenty Eighth Day of Novembr A.D. 1770 by his note of that date for value received promised the said

Jedediah to pay him thirty two pounds and ten Shillings lawful money by the first day of Novemb^r in the year D 1772 with the lawful Interest from the first day of Octob^r then next following the date of said Note till paid yet the said Ozem and Moses or either of them the often requested hath not performed their said promise but they and each of them wholly neglect it to the damage of the said Jedediah forty pounds. the Plt appears by John Phelps Gent. his Att^y and the said Defts the three times Solemnly called to come into Court do not come but make default of appearance here therefore it is considered by the Court that the said Jedediah do recover against the said Ozem and Moses thirty five pounds three Shillings and two farthings of lawful money Damages and Cost of Court taxed at one pound nineteen Shillings and three pence and now the said Defts by Samuel Fowler Gent. appeal from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and he recognizes with Sureties as the Law directs for the said Ozem and Moses prosecuting their said appeal with effect as by the said Recognizance on file appears. ——

John Ingersoll of Westfield in the County of Hampshire Esq. Plt vs. Silas Brounson late of Westfield aforesaid yeoman Defft. in a plea of Trespass on the Case for that the said John at s. Westfield on the tenth day of Decemb^r Current had sold and delivered to the said Silas at his request divers Goods Wares and merchandizes, he in Consideration thereof then and there promised the said John to pay him therefor so much money as the same Goods, Wares, and Merchandizes were reasonably worth on demand and the said John in fact says that the same Goods Wares and Merchandizes were reasonably worth the sum of nine pounds and twelve Shillings and four pence lawful money at the time of the Sale thereof of which the said Silas then and there had notice from the said John yet the said Silas the often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said John ten pounds. the Plt. appears by John Phelps Gent. his Att^y and moves that this Action may be Continued the Defft. being out of the Province therefore it is Considered that the said Parties have a further Day before the Court the Thing here until the third Tuesday of May next following said second Tuesday of Feb^ry aforesaid. ——

Ingersoll vs Brounson No. 20

Israel Dewey yeoman and Sarah Dewey Widow both of Westfield in the County of Hampshire Exet^rs. of the last Will and Testament of Aaron Dewey late of the same Westfield yeoman Deced Plff^s vs. Silas Brounson late of Westfield aforesaid yeoman Defft. in a plea of the Case for that the said Silas at said Westfield on the twelfth day of Decemb^r A^o 1769 by his note of that Date for value recived promised the said Aaron then living to pay him the Sum of five pounds and six Shillings at or before the tenth day of Jan^ry then next

Dewey &c vs Sundem No. 21

Dewey &c. vs Brownson No. 21

nesd with Interest from time of payment till paid yet the said Silas tho oftn thereto requested never paid the same to the said Daron while he lived or the said Executors since the death of the said Daron or to either of them but the hitherto hath and still doth unjustly neglect it to the damage of the said Israel and Sarah in said Capacity Seven pounds. the Pltf. appear by John Phelps Gent. his Attr. and move that this action may be Continued untill the next Court, the Deft. being out of the Province and it is granted him and the said Parties have a Day accordingly ac-

---

Torrey vs Loomis No. 23

Josiah Torrey of Boston in the County of Suffolk Tanner Pltf. vs. Seth Loomis of Springfield in the County of Hampshire yeoman Deft. in a plea of Trespass on the Case for that whereas the said Josiah at Northampton aforesaid on the last day of Decembr last past had sold and delivered to the said Seth two hundred and twenty five pounds of Good Sole Leather at his Special Instance and request he in Consideration thereof then and there undertook and promised the said Josiah to pay him therefor so much money as the said Sole Leather was reasonably worth on demand and the said Josiah in fact says that the same Sole Leather at the time of the Sale and delivery thereof was reasonably—the sum of thirteen pounds six Shillings and four pence lawful money of which the said Seth then and there had notice from the said Josiah yet the said Seth tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Josiah Sixteen pounds. the Pltf. appears by John Phelps Gent. his Attr. and the said Seth tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Josiah do recover against the said Seth thirteen pounds six Shillings and four pence of lawful money Damages and Cost of Suit taxed at three pounds five Shillings and two pence and thereof he may have his Execn.

Moor vs Cooley No. 24

Thomas Moor of Blanford in the County of Hampshire yeoman. Pltf. vs. Thomas Cooley of Granville in said County yeoman Deft. in a plea of the Case for that the said Cooley at said Northampton on the fourteenth day of Decembr last past by his Note of that date for value received promised the said Moor to pay him or Order the Sum of ten pounds and Sixteen Shillings and four pence lawful money at or before the twenty fifth day of the same Decembr with the lawful Interest till paid yet the said Cooley — the time of payment hath Elapsed and altho often requested hath not performed his said promise but he wholly neglects it to the Damage of the said Moor twelve pounds. the Pltf. appears by John Phelps Esqr. his Attr. and the said Cooley tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Moor do

recover against the said Cooley ten pounds Eighteen Shillings and Seven pence of lawful money Damages and Cost of Court taxed at two pounds five Shillings and Seven pence and thereof he may have his Execon. — Execon. is. March 12th. 1773.

John Mosley of Westfield in the County of Hampshire Gent. Plt. vs. Thomas Cooley of Granville in said County yeoman Deft. in a plea of the Case for that the said Thomas at said Westfield on the Eighteenth day of Novemb. A. 1771 by his note of that date for value received promised the said John to pay him or Order the Sum of five pounds and five Shillings lawful money upon Demand with Interest till paid. Yet the said Thomas tho often requested hath not performed his said promise but he wholly neglects it to the damage of the said John Seven pounds. this Plt. appears by John Phelps Gent. his Attr. and the said Thomas tho. three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said John do recover against the said Thomas five pounds twelve Shillings and nine pence of lawful money Damages and Cost of Court taxed at two pounds one Shilling and six pence and thereof &c. Ex. is. 16th. April 1773.

Mosley vs Cooley No. 25

Benjamin Simonds of Williamstown in the County of Berkshire Gent. Plt. vs. Abel Mariman of Conway in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Abel at said Northampton on the twelfth day of June last past by his note of that date for valuable received promised the said Benjamin to pay him or his order the Sum of twenty pounds Lawful money within Six months from the Date of said Note with the Lawful Interest of the same Sum till paid. Yet the said Abel tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Benjamin twenty five pounds. the Plt. appears by Samuel Barnard Gent. his Attr. and the said Abel tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Benjamin do recover against the said Abel twenty pounds Sixteen Shillings of Lawful money Damages and Costs of Court taxed at two pounds ten Shillings and thereof he may have his Execon. Execon. is. 30th. April 1773. —

Simonds vs Mariman No. 27

Thomas McIntyer of a plea called Halfield Equivalent in the County of Hampshire yeoman Plt. vs. Abel Mariman of Conway in said County yeoman Deft. in a plea of the Case for that the said Abel at said Northampton on the twenty fourth day of Septemb. last past by his Note of that date for value received promised the said Thomas to pay him the Sum of Nine pounds five Shillings within Six weeks from the date of said Note with the Lawful Interest of said Sum till paid. Yet the said Abel tho often requested has never paid the same or any part thereof but unjustly neglects it to the damage of the said Thomas twelve pounds. the Plt. appears by Samuel Barnard Gent. his Attr. and the said Abel tho. three times publickly called to come into Court doth not come but. makes default of appearance here therefore it is Considered by

McIntyer vs Eundem No. 28

M.r Snlger vs Marriman vi? 28

by the Court that the said Thomas do recover against the said Abel Nine pounds nine Shillings and five pence two farthings of Lawful money Damages and Costs of Court taxed at two pounds one Shilling and nine pence and thereof he may have his Execn. & Exc. is? 3?. March 1773.

Avery vs Mariman No. 29

Oliver Avery of Charlemont in the County of Hampshire yeoman Plt. vs! Abel Mariman of Conway in said County yeoman Deft. in a plea of the Case for that the said Abel at said Northampton on the twentieth day of Octob.r last past by his Note of that date for value recivd promised the said Oliver to pay him four ~~pounds~~ Six Shillings lawful money on demand with the lawful Interest of the same Sum till paid. Yet the said Abel tho often requested has never paid the same or any part thereof but unjustly neglects it to the damage of the said Oliver Six pounds - the Plt. appears by Samuel Barnard Gent. his Att.? and the said Abel tho three times publickly called to come into Court doth not come but makes default of appearance here therfore it is Considered by the Court that the said Oliver do recover against the said Abel four pounds Seven Shillings and Seven pence of lawful money Damages and Cost of Suit taxed at two pounds four Shillings and nine pence and thereof he may have his Execn.? — Execn.? 3?. 29th. April 1773. —

Bishops vs Blake No. 30

Ebenezer Bishops of South Brimfield in the County of Hampshire yeoman Plt. vs. James Blake of South Brimfield aforesaid yeoman Deft. in a plea of the Case for that said James at Northampton aforesaid on the twenty ninth day of Octob.r A.D 1770 by his Note of that date for value recivd promised said Ebenezer to deliver to him at his the said James's dwelling house in said South Brimfield ten Merchantable Sheep at the end and expiration of one year from the date of said Note and three Quarters of a pound of wool for each of said Sheep amounting to seven pounds and a half of wool or to pay to said Ebenezer three pounds lawful money yet said James tho often requested and particularly at the end and Expiration of said Term of one year at said James's Dwelling house aforesaid and the said Ebenezer hath always been ready at the dwelling House aforesaid of said James to recive the Sheep and wool aforesaid hath never delivered the same, nor hath said James tho. thereto also often requested ever paid said Sum of three pounds or any part thereof but unjustly neglects it to the damage of the said Ebenezer nine pounds. the Plt. appears by Joshua Upham Esq his Att. and the said James tho. three times publickly called to come into Court doth not come but makes default of appearance here therfore it is Considered by the Court that the said Ebenezer do recover against the said James three pounds one Shilling and one penny of lawful money Damages and Cost of Court taxed at two pounds ten Shillings and thereof he may have his Execn. Execn. is? 5th. March 1773. —

Patterson vs Andrews No. 31

Joseph Patterson of Ware in the County of Hampshire yeoman Plt. vs. Stephen Andrews of said Ware yeoman Deft. in a plea of the Case for that said Stephen at Ware aforesaid on the thirteenth day of December A.D 1770 by his note in writing under his hand

of that date for value recivd promisd said Joseph to pay him two pounds Six Shillings and nine pence on demand with Interest till paid yet said Stephen tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Joseph nine pounds. the Plt. appears by Joshua Upham Esq. his attr. and the said Stephen tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considerd by the Court that the said Joseph do recover against the said Stephen two pounds twelve Shillings and ten pence of lawful money Damages and Costs of Court taxd at two pounds two Shillings and three pence and thereof he may have his Execn. — Ex. is. 6th April 1773.

Abraham Charles of Brimfield in the County of Hampshire yeoman Plt. vs. Jonathan Wallis of South Brimfield in s.d County yeoman Deft. in a plea of the Case for that said Jonathan at Northampton aforesaid on the thirtieth day of January A.D. 1769 by his note of that date for value recivd promisd said Abrahams to pay him nine pounds twelve Shillings on demand with Interest till paid Yet said Jonathan tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Abraham fifteen pounds. the Plt. appears by Joshua Upham Esq. his attr. and the said Jonathan tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Abraham do recover against the said Jonathan twenty pounds nine Shillings and four pence of lawful money Damages and Costs of Court taxd at two pounds Eight Shillings and four pence and thereof he may have his Execn. Ex. is. 8th April 1773. —

Charles vs Wallis No. 32

Daniel Moffatt of Brimfield in the County of Hampshire yeoman Plt. vs. Elias Dickinson of Conway in said County yeoman Deft. in a plea of the Case for that said Elias at said Northampton on the twentieth day of Novemb.r A.D. 1771 by his note of that date for value recivd promisd said Daniel to pay him twelve pounds lawful money by the first day of March then next with Interest till paid. Yet said Elias tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Daniel twenty pounds the Plt. appears by Joshua Upham Esq. his attr. and the said Elias tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Daniel do recover against the said Elias twelve pounds Seventeen Shillings and nine pence of lawful money Damages and Cost of Court taxd at two pounds five Shillings and two pence and thereof he may have his Execn. Ex. is. 5th March 1773. —

Moffatt vs Dickinson No. 33

Ezekiel Upham of Sturbridge in the County of Worcester Gent. Plt. vs. Joseph Craft of Monson in the County of Hampshire yeoman Deft. in a plea of the Case for that said Joseph at Northampton aforesaid on the Second day of Novembr in

Upham vs Craft No. 34

Upham vs Craft — No. 34

in the year of our Lord Christ 1771 by his Note of that date for value recivd promised said Ezekiel to pay him Seven pounds ten Shillings lawful money at or before the Second day of Novemb.r then next with Interest till paid. yet said Joseph tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Ezekiel twelve pounds. the Plt. appears by Joshua Upham Esq his Att.r and the said Joseph tho three times publickly called to come into Court doth not come but makes default of appearance therefore therefore it is Considerd by the Court that the said Ezekiel do recover against the said Joseph Eight pounds one shilling and six pence one farthing of lawful money Damages and Cost of Court taxed at two pounds nine Shillings and four pence and thereof &c. Ex.n is. 28.th April 1773

Thomson vs Rosbrook — No. 35

Jonathan Thomson of Brimfield in the County of Hampshire yeoman Plt. vs. Gershom Rosbrook yeoman and John Rosbrook yeoman both of South Brimfield in said County Deft.s in a plea of the Case for that said Gershom and John at Brimfield aforesaid on the tenth day of August last by their Note for value recivd promised the said Jonathan to pay him twenty nine pounds thirteen Shillings and six pence by the twentieth day of Octob.r then next with Interest till paid yet said Gershom and John tho often requested have never paid the same nor hath either of them ever paid the same nor any part thereof but unjustly neglect it to the damage of the said Jonathan forty pounds. the Plt. appears by Joshua Upham Esq. his att.r and the said Gershom and John tho three times publickly called to come into Court do not come but make default of appearance here therefore it is considered by the Court that the said Jonathan do recover against the said Gershom and John thirty pounds Eleven Shillings and ten pence of lawful money Damages and Cost of Court taxed at two pounds ten Shillings and Eight pence and thereof he may have his Execn. Ex.n is. 5.th March 1773.

Gilbert vs Colton — No. 36

Joseph Gilbert of Brookfield in the County of Worcester Gent. Plt. vs. Noah Colton of Granwich in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Noah at Northampton aforesaid on the last Day of Febry last past was Justly Indebted to said Joseph in the Sum of four pounds and Eleven pence for Sundry articles of Account to ballance according to the Account marked No. 1 annexed to the Writ in Consideration thereof said Noah then and there assumed upon himself and to said Joseph faithfully promised to pay him the same on demand. — and also for that said Noah thereafterwards viz.t on the same last day of Decemb.r in Consideration that said Joseph at the Special Instance and request of said Noah had before that time there sold and delivered to said Noah Sundry Goods Wares and Merchandizes according to Account marked No. 2 to the writ annexed other than the articles of account aforesaid undertook and to said Joseph then and there faithfully promised that he the said Noah would well and truly pay and satisfy to him the said Joseph as much money as the same Goods Wares and Merchandize at the time of the sale and delivery thereof were reasonably worth when he should be thereto afterwards required and said

Joseph Avers that the Goods Wares and Merchandizes last aforesaid at the time of the sale and delivery thereof were reasonably worth another sum of five pounds Six Shillings and eight pence half penny m/v at Northampton aforesaid Whereof the said Noah the 3d time requested hath never paid either of the sums aforesaid or any part thereof but neglects it to the damage of the said Joseph twelve pounds. the Plt. appears by Josiah Upham Esq. his Attr. and the said Noah the three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Joseph do recover against the said Noah four pounds and Eleven pence of lawful money Damages and Cost of Court taxed at two pounds five Shillings and two pence of lawful money and thereof he may have his Execn. Execn. Is.d 6th April 1773.

Asa White of Halfield in the County of Hampshire yeoman Plt. vs. Daniel Davison of Conway in said County Yeoman Deft. in a plea of the Case for that the said Daniel at said Halfield on the second day of Septembr. A.D. 1772 by his note for value recived promised the said Asa to pay him or his Order the sum of five pounds fourteen Shillings and nine pence within three months from the date of said note with Interest till paid yet the said Daniel tho often requested has not paid said Sum nor any penny thereof but wholly refuses and neglects to do it to the damage of the said Asa Six pounds. the Plt. appears by William Billings Esq. his Attr. and the said Daniel the three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Asa do recover against the said Daniel five pounds fourteen Shillings and ten pence two farthings of lawful money Damages and Cost of Court taxed at one pound and Sixteen Shillings and two pence and thereof he may have his Execn. Execn. Is.d 6th March 1773.

White vs Davison No. 37

Israel Williams Junr. of Halfield in the County of Hampshire Gent. Plt. vs. Daniel Davison of Conway in said County yeoman Deft. in a plea of the Case for that the said Daniel at Halfield aforesaid on the eighth day of Octobr. A.D. 1772. in Consideration that the said Israel at the request of the said Daniel before that time had sold and delivered to the said Daniel divers Goods Wares and Merchandizes agreable to the Schedule to the Writ annexed of him the said Israel, Apurtenant on himself and to the same Israel promised to pay him so much money as the Goods Wares and Merchandizes aforesaid at the time of the sale and delivery of the same were worth and the same Israel in fact saith that the Goods Wares and Merchandizes as above mentioned at the time of the sale and delivery of the same to the said Daniel were reasonably worth the sum of

Williams vs Lundem No. 38

Williams vs Davison No. 38

of five pounds Eleven Shillings and eight pence lawful money at Hatfield aforesaid whereof the said Daniel there and there had Notice yet the said Daniel tho often requested has not paid said Sum to the said Israel but refuses to do it to the damage of the said Israel Six pounds. the Plt. appears by William Billings Esq. his Attr. and the said Daniel the third times publicly called to come into Court doth not come but makes Default of appearance here therefore it is Considered by the Court that the said Israel do recover against the said Daniel five pounds Eleven Shillings and eight pence of lawful money Damages and Cost of Suit taxed at one pound Seventeen Shillings and Six pence. and thereof he may have his Ex. Ex. is. 8th. Feby 1774

Clary vs Sawyer No. 39

Samuel Clary Junr. of Sunderland in the County of Hampshire yeoman Plt. vs. Elias Sawyer of Montague in said County yeoman Deft. in a plea of the Case for that the said Elias at Sunderland aforesaid on the twenty first day of Decemb. A.D. 1772 by his note for value received promised one Daniel Bates Junr. to pay him or Order the Sum of Seven pounds Eleven Shillings on demand with Interest till paid afterwards to wit on the twenty third day of said Decemb. at said Sunderland by his Indorsement on the back of the said note ordered the Contents of the same Note then wholly due and unpaid to be paid to the said Samuel agreable to the tenor thereof for value received of all which the said Elias then and there had Notice and so became liable to pay the Contents of the same Note to the said Samuel and being so liable he the said Elias then and there promised the said Samuel to pay him the ~~xxxxx~~ contents of the same Note when he should be thereto requested yet the said Elias tho often requested has not paid the same Contents but wholly refuses and neglects to do it to the damage of the said Samuel nine pounds. the Plt. appears by William Billings Esq. his Attr. and the said Elias tho three times publicly called to come into Court doth not come but makes Default of appearance here therefore it is Considered by the Court that the said Samuel do recover against the said Elias Seven pounds twelve Shillings and four pence two farthings of lawful money Damages and Cost of Court taxed at one pound Eighteen Shillings and thereof he may have Ex. Ex. is. 28th. May 1773

Edwards vs Scott No. 40

Samuel Clary Junr. of Sunderland in the County of Hampshire yeoman Plt. vs. Absolom Scott of Sunderland aforesaid yeoman Deft. in a plea of the Case for that the said Absolom at said Sunderland on the second Day of January A.D. 1773 by his note for value received promised one Josiah Alvord Junr. to pay to him or Order Seven pounds thirteen Shillings on demand with use till paid and afterwards to wit on the third day of Jany. said Josiah by his Indorsement on the back of said note (then wholly due and unpaid) ordered the Contents of same to be paid to the said Samuel agreable to the tenor of the same

Note for value recivd of all which the said Absalom then and there had Notice and became liable and being so liable he the said Absalom then and there promisd the said Samuel to pay the same Contents to the said Samuel when he should be there to requested yet the said Absalom tho often requested has not paid said Sum but wholly refuses and neglects to do it to the damage of the said Samuel eight pounds. the Plt. appears by William Billings Esq. his Attr. and the said Absalom tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considerd by the Court that the said Samuel do recover against the said Absalom Seven pounds fourteen Shillings and two pence of lawful money Damages and Cost of Suit taxd at one pound Seventeen Shillings and ten pence and thereof he may have his Execn.

Edward Rose of Dursfild in the County of Hampshire Husbandman Plt. vs. Timothy Stockwell of Hadley in the County aforesaid Cooper Deft. in a plea of the Case for that the said Timothy at said Dursfild on the Eleventh day of Decemb.r A.D. 1770 by his Note of that date for value recivd promisd the said Edward to pay to him the Sum of three pounds two Shillings and four pence on demand with Interest till paid. Yet the said Timothy tho often requested has not paid said Sum but wholly neglects to do it to the damage of the said Edward four pounds. the Plt. appears by William Billings Esq. his Attr. and the said Timothy tho three times publickly called to come into Court doth not come but makes default of appearance here therefor it is Considered by the Court that the said Edward do recover against the said Timothy three pounds two Shillings and Eleven pence of lawful money Damages and Cost of Court taxd at One pound Seventeen Shillings and ten pence and thereof &c. Ex. is. 22. March 1773

Rose vs Stockwell No. 11

Caleb Holden of Shelburn in the County of Hampshire Yeoman Plt. vs. John Gilson of Sunderland in the County aforesaid Labourer Deft. in a plea of the ~~tract~~ Case for that the said John at said Shelburn on the first day of Decemb.r Dist. by his Note for value recivd promisd the said Caleb to pay to him or order the Sum of one pound Eight Shillings and four pence on demand with Interest till paid. also for that the said John at said Shelburn on the day and year aboves.d by his other Note for value recivd promisd the said Caleb to pay to him or order the Sum of one pound fifteen Shillings on demand with Interest till paid. Yet the said John tho often requested has not performd his said promises or either of them but wholly refuses and neglects to do it to the damage of the said Caleb four pounds. the Plt. being three times publickly called to come into Court doth not appear therefore is nonsuit. and the said John by Simeon Strong Esq. comes here and moves for Costs, and it is Considered that the said John do recover against the said Caleb his Costs taxd at five pounds three Shillings and two pence and thereof he may have his Execn. Execn. is. 16th April 1773

Holden vs Gilson No. 12

Baron vs Smith No. 43

Asa Baron of Ashfield in the County of Hampshire husbandman Plt. vs. Moses Smith late of Northfield in the County aforesaid yeoman Deft. in a plea of the Case for that the said Moses at said Ashfield on the fourteenth day of Septemb.r A.D. 1772 by his note of that date for value recived promised the said Asa to pay to him three pounds lawful money to be paid in potatoes at or before the first day of Novemb.r then next with Interest till paid and the Plt. in fact says that he always after the making the promise aforesaid was and still is ready to recive the said Potatoes at Ashfield aforesd. yet the said Moses tho the time aforesaid is Elapt. and thereof requested has not delivered the said Potatoes nor has he paid the said sum of three pounds with the Interest of it or any way fulfilled his said promise but neglects and refuses to do it to the damage of the said Asa four pounds the Plt. appears by William Billings Esq. his Attr. and the said Moses tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Asa do recover against the said Moses three pounds one Shilling and Six pence of lawful money Damages and Cost of Court taxed at two pounds five Shillings and two pence and thereof he may have his Execn. — Execn. is.d 16th March 1773. —

Billings vs Rider No. 44

Fellows Billings of Sunderland in the County of Hampshire Gent. Plt. vs. Mary Rider of Shelburn in the County aforesaid Widow Deft. in a plea that she render to him ten pounds ten Shillings and Eight pence lawful money which to the said Fellows she owes and from him unjustly detains and whereupon he the said Fellows saith that by the Consideration of the Justices of the Inferiour Court of common pleas holden at Springfield for and within the County aforesaid on the last Tuesday of August A.D. 1770 then and there recovered Judgment against the said Mary for the sum of Eight pounds Eleven Shillings and Eight pence lawful money Damages by him sustained by reason of the said Mary's not performing to him the said Fellows her promise before that time made him and two pounds three Shillings and four pence for Costs and Charges by him the said Fellows about his suit in that behalf expended whereof the said Mary is Convict as by the Record thereof in said Inferiour Court to be produced may more fully and plainly appear which Judgment yet remains in full force and effect not satisfied nor reversed and altho the said Fellows afterwards sued out one Writ of Execn. on the Judgment aforesaid yet the same Execn. is returned long since wholly unsatisfied and no part of the sums aforesaid were levied thereby but are yet wholly unpaid whereby Action accrues to the—

said Fellows to demand and have of the said Mary the Sums aforesaid so as aforesaid Recovered amounting in the whole to said Sum of ten pounds ten Shillings and eight pence lawful money yet the said Mary tho often requested has not paid the same to the said Fellows nor any part thereof but wholly refuses and neglects to do it to the damage of the said Fellows fourteen pounds The Plt. appears by William Billings Esq. his Attr. and the said Mary being three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Fellows do recover against the said Mary twelve pounds and ten pence of lawful money Debt and Damages and Cost of Suit taxed at two pounds and thereof he may have Execn. Ex. is. 16th March 1773

Nathaniel Field of Conway in the County of Hampshire yeoman Plt. vs. Moses Daniels of Conway aforesaid yeoman Deft. in a plea of Trespass on the Case for that said Moses at Conway aforesaid on the eighth day of January A.D. 1771 by his note of that date for value received promised said Field to pay him or Order thirteen pounds lawful by the Eighth day of January A.D. 1773 with lawful Interest for the same till paid which time is past yet said Moses tho often thereto requested has never paid the Contents of said note or any part thereof but neglects it to the damage of the said Field fifteen pounds. this Plt. appears by William Billings Esq. his Attr. and the said Moses tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Nathaniel do recover against the said Moses fourteen pounds twelve shillings and nine pence of lawful money Damages and Cost of Court taxed at two pounds one Shilling and four pence and thereof &c. Execn. Is.d 29th April 1773

Field vs Daniels N. 45

Philip Washburn of New Salem in the County of Hampshire yeoman Plt. vs. David Gutler yeoman and Israel Read yeoman both of Ware in said County Defts. in a plea of the Case for that said David and Israel on the Eighteenth day of November Dett. at Northampton aforesaid by their Note under their hands jointly and severally promised one Gardner Chandler to pay him or his Order the sum of two pounds Ten Shillings and six pence half penny lawful money within three months from the same dated and to pay the lawful Interest thereof from and after said time of payment till paid and afterwards to wit on the first day of September last past the said Gardiner at said Ware by his Indorsment in writing on said Note ordered the payment of the Contents of said Note then wholly due and unpaid to be made to said Philips for value received whereof the said David and Israel then and there had Notice and so became liable to pay said Contents to said Philips according to the Tenor

Washburn vs Gutler N. 46

Washburn vs Cutler & al. No. 46

Sener of the same Note and of said Indorsement thereon and then and there in Consideration thereof promised & Phillips to pay him the same accordingly. Yet said David & Isaac tho often requested have never paid the same or any part thereof but neglect it to the damage of the said Phillips five pounds. the Plt. appears by Simeon Strong Esq. his Atty. and the said David ~~was~~ called tho three times publickly called to come into Court do not come but makes Default of appearance here therefore it is Considered by the Court that the said Phillips do recover against the said David ~~two~~ two pounds thirteen shillings and seven pence of lawful money Damages and Cost of Court taxed at one pound nineteen shillings and nine pence and there of he may have his Execution. Execution &c. 4th March 1773 —

Smith vs Adams No. 47

Peter Smith of Amherst in the County of Hampshire Yeoman Plt. vs. John Adams of Amherst in said County Yeoman Deft. in a plea of the Case for that said John at said Amherst on the twenty fourth day of April. D. 1772 by his Note for value received promised said Peter to pay him the sum of twenty four pounds and fifteen shillings lawful money within six months from the date of the same Note with lawful Interest for the same from and after the end and Expiration of three months next after the date of the same Note until paid. Yet the said John tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Peter thirty pounds. the Plt appears by Simeon Strong Esq. his Atty and the said John tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Peter do recover against the said John twenty five pounds Eleven shillings and nine pence of lawful money Damages and Cost of Court taxed at One pound fourteen shillings and ten pence and thereof he Execution. 9th March 1773

Townsend vs Morton No. 48

William Blair Townsend of Barton in the County of Suffolk Esq. Plt. vs. John Morton yeoman and Joseph Morton yeoman both of Amherst in the County of Hampshire Defts. in a plea of Trespass wherein the said William Blair Complains that the said John and Joseph at said Amherst on the first day of July A. 1768 and at divers days and times between the said first day of July and the last day of August last past the Plts. Close in said Amherst bounded East and North on Town ways South on Land of Simeon Strong West on other Land of the said Townsend the same Close being fifty two Rods in length from East to west with force and arms broke and Entered and with Oxen horses and ploughs the Plts. said there did break up and beat to pieces and the Plts. Grass and —

Herbage there lately growing to the value of three pounds did plought up tread down and destroy, and eighty rods of rail fence thereon with force and arms did cut and the Plaintiffs wheat, Rye, Oats, and Indian Corn there lately growing to the value of twenty pounds with force and arms did reap, plucke gather, and Carry away contrary to law and against the peace of our Sovereign Lord the King, and to the damage of the said William Blair thirty pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said John and Joseph by Joseph Hawley Esq and Elisha Porter Esq. their Attys come here and move that this action may be Continued that they may have Opportunity to procure a Survey and Plan of certain Lands in Amherst, and Simeon Parsons is appointed (with the Consent of Parties) to do the same, and the said Parties have a day accordingly until the third Tuesday of May next following said Court & Thursday of February aforesaid.

Barnabas Sabins of Amherst in the County of Hampshire yeoman Plt. vs. Eleazer Day yeoman and Enoch Chapin yeoman both of Springfield in said County Defts in a plea of the Case for that said Eleazer and Enoch at said Amherst on the eighth day of April Dr 1772 by their Note of that date for value recived promised said Barnabas to pay him thirteen pounds and eleven Shillings lawful money on or before the first day of August next yet said Eleazer and Enoch tho often requested have never paid the same or any part thereof but neglect and refuse to do it to the damage of the said Barnabas fifteen pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Eleazer and Enoch tho three times publickly called to come into Court do not come but make default of appearance here therefore it is Considered by the Court that the said Barnabas do recover against the said Eleazer and Enoch thirteen pounds nineteen Shillings and nine pence two farthings of lawful money Damages and Cost of Suit taxed at one pound fifteen Shillings and five pence and thereof he may have his Execution. Sabins vs Day & al N. 49

Phinehas Smith of Granby in the County of Hampshire Yeoman Plt. vs. John Hill jun.r of Brookfield in the County of Worcester yeoman Deft. in a plea of the Case for that said John at said Granby on the fourteenth day of December Dr 1771 by his note of that date for value recived promised said Phinehas to pay him or his Order the Sum of twenty six pounds twelve Shillings lawful money within three months from the same date and (in Case of non payment) the lawful Interest of the same from and after said time of payment till paid. Also for that said John at said Northampton on the twenty third day of August Dr 1772 by his other Note of that date for value recived promised said Phinehas to pay him one pound lawful money on demand with lawful Interest for the same until paid. Yet said John tho often requested hath never paid the same or any part Smith vs Hill N. 50

Smith vs Hill No. 50

part thereof nor ever performed either of his said promises but wrongfully & to the damage of the said Phinehas thirty five pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said John tho three times publickly called doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Phinehas do recover against the said John twenty nine pounds one Shilling and three pence of lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings and ten pence. — And now the said John by Joshua Upham Esq. his Attr. comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature to be next to be holden at Northampton within and for the County of Hampshire on the last Tuesday of April next and the Recognizors with Sureties as the Law directs for the said John to prosecute his said Appeal with effect as by the said Recognizance on file appears.

Boltwood vs Wright No. 51

William Boltwood of Amherst in the County of Hampshire Gent. Plt. vs. James Wright of Pelham in said County yeoman Deft. in a plea of the Case for that said James at said Amherst on the fourth Day of May A.D. 1772 by his Note for value received promised said William to pay him or his Order the Sum of Eleven pounds and one Shilling lawful money on or before the first day of November then next with the lawful Interest for the same untill paid. Yet said James tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said William thirteen pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said James tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said William do recover against the said James Eleven pounds twelve Shillings and five pence of lawful money Damages and Cost of Court taxed at one pound fifteen Shillings and five pence and thereof he may have his Execution. Ex. Iss. 16th April 1773. ——

Bascom vs Moodey No. 52

Thomas Bascom of Amherst in the County of Hampshire yeoman Plt. vs. Josiah Moodey of Amherst aforesaid yeoman Deft. in a plea of the Case for that said Josiah at said Amherst on the Eighth day of May A.D. 1772 by his Note of that date for value received promised the said Thomas to pay him or his Order one pound ten Shillings lawful money within three months from said date with lawful Interest for the same from and after said time of payment for so long time as the same should remain unpaid. Also for that said Josiah at said Amherst on the same Eighth Day of May aforesaid by his other Note of that date for value received promised said Thomas to pay and deliver him the value of five Dollars (equal in value to thirty Shillings lawful money) in good Moose Leather within three months

from and after the date of the same note. also for that the said Josiah at said Amherst on the last day of September last past was Indebted to the said Thomas in the sum of five pounds five shillings and ten pence three farthings lawful money for so much money by said Josiah of said Thomas to the use of the said Thomas therefore that time had and received and then and there in Consideration thereof promised the said Thomas to pay him the same sum on demand — also for that whereas the said Thomas at said Amherst on the last day of Decembr. last past had done and performed for the said Josiah at his Special Instance and request divers Labours and Services, and at his like request had sold and delivered to said Josiah divers Goods, Wares, and Merchandizes, the particulars of all which Labours, Services, Wares and Merchandizes are Contained in the Account to the Writ annexed he the said Josiah in Consideration thereof then and there promised said Thomas to pay him therefor so much money as the said Thomas reasonably deserved to have for the same Goods, Wares, and Merchandizes Labours and Services on demand, and said Thomas in fact says he reasonably deserved to have for the same the sum of thirteen pounds Seventeen Shillings and two pence halfpenny lawful money whereof the said Josiah then and there had notice, and then and there paid to the said Thomas by the several Articles of Credit in said Account Contained the Sum of Seven pounds Seven Shillings and five pence lawful money and no more the residue thereof to wit the Sum of Six pounds nine Shillings and nine pence halfpenny the said Josiah the often requested hath never paid or any part thereof, nor hath the said Josiah performed any of his said promises or either of them the often requested thereto but neglects and refuses to do it to the damage of the said Thomas fifteen pounds. the Plt. appears by Simeon Strong Esq. his Attr. and moves that this action may be Continued the Deft. being out of the Province, and the said Parties have a day before the Lord the King here accordingly untill the third Tuesday of May next following said second Tuesday of February aforesaid.

Joseph Lane of Granby in the County of Hampshire yeoman Plt. vs. Seth Taylor of Hardwick in the County of Worcester yeoman Deft. in a plea of the Case for that said Seth at said Granby on the sixteenth day of July A.D. 1772 by his note of that date for value received promised said Joseph to pay him or his Order the value of six pounds nineteen Shillings lawful money in rum and Molasses at money price as Rum and Molasses should be sold at Chicopee to wit a place so called in Springfield in said County of Hampshire and to deliver the same Rum and Molasses to said Joseph at my Mill (meaning said Josephs Mill in Greenwich in the said County of Hampshire) that is to say one Barrel of good West India Rum, and the rest of the above said value in good Molasses on or before the first day of October then next. and said Joseph says he was always ready at said place of Delivery to receive the

Lane vs Taylor No. 54

Lane vs Taylor No. 54 } the same Rum and Molases of the said Seth yet the said Seth tho often requested hath never performed his said promise but neglects it to the damage of the said Joseph Nine pounds. the Plt. appears by Simeon Strong Esq. his Att. and the said Seth tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Joseph do recover against the said Seth Seven pounds one Shilling and ten pence of lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings and ten pence. and now the said Seth by Joshua Upham Esq. his Att. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within and for the County of Hampshire on the ~~Last~~ Tuesday of April next and he Recognizes with Surities as the Law directs for the said Seth's prosecuting said Appeal with effect as by the said Recognizance on file may be seen.

Hyslop &c vs Williams &c. No. 55 } William Hyslop of Brookline in the County of Suffolk Esq. and William Burton of Boston in said County of Suffolk Merchant Plt.s vs. John Chester Williams and Nehemiah Williams both of Hadley in the County of Hampshire Gentlemen Defts. in a plea of Trespass on the Case for that whereas they the said John Chester and Nehemiah on the fifth day of August last at Northampton aforesaid by their Note for value received promised the said Hyslop and Burton to pay them the sum of one hundred and twenty eight pounds lawful money on demand with Interest Amazing the lawful Interest thereof till paid. yet the said John Chester and Nehemiah or either of them have not paid the said Sum or any part thereof to them the said Hyslop and Burton or to either of them altho they have been by them often thereto required but they have hitherto neglected and still neglect and refuse to pay them the same to the damage of the said Hyslop and Burton One hundred and thirty Six pounds. the Plts. appear by Joseph Hawley Esq. their Att. and the said John Chester by Moses Bliss Esq. his Att. comes here and moves that this Action may be Continued the other Deft being out of the Province. Therefore it is Considered that the said Parties have a day before the Lord the King here untill the third Tuesday of May next following said Second Tuesday of February aforesaid.

Hyslop &c. vs Field No. 58 } William Hyslop of Brookline in the County of Suffolk Esq. and William Burton of Boston in said County Merchant Plt.s vs. John Field of Amherst in the County of Hampshire Innholder Deft. in a plea of Trespass on the Case for that whereas he the said John on the fifth day of August

last at Northampton aforesaid by his note for value received promised the said Hystops and Burton to pay them the sum of twenty one pounds. three shillings and six pence lawful money on demand with the lawful Interest thereof till paid Yet the said John has not paid the Contents of the said note nor any part thereof to them the said Hystops and Burton altho he has been by them often thereto requested but he has hitherto wholly refused and still refuses to do it to the damage of the said Hystops and Burton twenty five pounds. the Pltfs Appear by Joseph Hawley Esq. their Attr. and the said John Sild the three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Hystops & Burton do recover against the said John twenty one pounds seven. ten shillings of lawful money Damages and Cost of suit taxed at three pounds one shilling and two pence and thereof &c.—

Downing Warner of Williamsburgh in the County of Hampshire yeoman Pltf. vs. Abel Marinnan of Conway in said County yeoman Deft. in a plea of Trespass on the Case for that whereas he the said Abel on the twenty third day of July last at Northampton aforesaid by his note for value recived promised the said Downing to pay him the sum of four pounds within three months from the said twenty third day of July with Interest (meaning the lawful Interest thereof) till paid. Yet the said Abel hath not paid the Contents of the said note or any part thereof to him the said Downing altho he has been by him often thereto requested but he has hitherto wholly refused and still refuses to do it to the damage of the said Downing six pounds the Pltf. appears by Joseph Hawley Esq. his Attr. and the said Abel tho three times solemnly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Downing do recover against the said Abel four pounds two shillings and seven pence two farthings of lawful money Damages and Cost of Court taxed at one pound fifteen shillings and three pence he may have his Execn.

Execn. ispd. 5th March 1773.

Warner vs Marinnan No. 59

Gains Crafts of Hatfield in the County of Hampshire yeoman Pltf. vs. Simon Burroughs of Williamsburgh in said County yeoman Deft. in a plea of Trespass on the Case and whereon the said Gains Complains for this to wit for that whereas he the said Simon on the twenty eighth day of January last at Northampton aforesd. made his certain note in writing with his own proper hand thereto Subscribed called a promissory note bearing date the same day and year last aforesaid and thereby promised the said Gains Pltf to pay him the Sum of eight pounds six shillings and Eleven pence lawful money by the first day of March then next with Interest (meaning the lawful Interest thereof) from the said first day of March till paid value recived Yet the said Simon has not paid the Contents of the said note nor any part thereof to him the said Gains altho he has been by him often thereto requested but he has hitherto wholly refused and still neglects and refuses to pay him the same to the damage of the said Gains ten pounds. the Pltf. appears by Joseph Hawley Esq. his Attr. and the said Simon the

Crafts vs Burroughs No. 60

Gaines vs Burroughs No. 60 } tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Gaines do recover against the said Simon Seven pounds two shillings and nine pence two farthings of Lawful money Damages and Cost of Court taxed at One pound twelve shillings and ten pence and thereof he may have his Execn.

Tansden vs Billings No. 61 } John Tansden of Deerfield in the County of Hampshire yeoman Plt. vs. Elijah Billing of Sunderland in said County yeoman Deft. in a plea of the Case for that the said Elijah at said Deerfield on the twenty first day of August last past by his note of that date for value recived then and there promised the said John to pay him two pounds on demand with lawful Interest for the same untill paid. — also for that the said Elijah at said Deerfield on the same twenty first day of August aforesaid by his other Note of that date for value recived then and there promised the said John to pay him one other Sum of two pounds on demand with lawful Interest for the same untill paid. — also for that the said Elijah at said Deerfield on the same twenty first day of August aforesaid by his other note of that date for value recived then and there promised the said John to pay him one other sum of two pounds on demand with lawful Interest for the same till paid. — also for that the said Elijah ~~Elijah~~ at said Deerfield on the same twenty first day of August aforesaid by his other Note of that date for value recived then and there promised the said John to pay him one other Sum of two pounds on demand with lawful Interest for the same till paid. — also for that the said Elijah at said Deerfield on the same twenty first day of August aforesaid by his other Note of that date for value recived then and there promised the said John to pay him one other Sum of one pound Seventeen Shillings on demand with lawful Interest for the same till paid — also for that the said Elijah at said Deerfield on the same twenty first day of August aforesd. by his other Note of that date for value recived then and there promised the said John to pay him one other Sum of one pound four Shillings and eight pence on demand with lawful Interest for the same till paid. Yet the said Elijah tho often requested hath never paid the same Sums nor any part of either of said Sums but unjustly neglects and wholly refuses to do it to the damage of the said John Eighteen pounds. the Plt. appears by Jonathan Ashley Esq. his Attr. and the said Elijah tho three times publickly —

called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said John do recover against the said Elijah thirteen pounds and nine Shillings of lawful money Damages and Cost of Court taxed at One pound Eighteen Shillings and ten pence after all which the said Elijah by William Billings Esq. his Att. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Northampton within and for the County of Hampshire on the ~~first~~ Tuesday of April next and he recognizes with Sureties as the Law directs for the said Elijah prosecuting said Appeal with effect as by the said Recognizance on file appears.

Jonathan Arms of Deerfield in the County of Hampshire Blacksmith Plt. vs. Joseph Ashley Junr. of Sunderland in said County yeoman and a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of said County. Deft. in a plea of the Case for that the said Joseph at said Deerfield on the nineteenth day of May last past by his note of that date for value received then and there promised the said Jonathan to pay him or Order the Sum of twelve pounds on the first day of Novemb. then next after the date of said note with lawful Interest for the same from the date of said note till paid. Yet the said Joseph tho often requested and altho the time set and limited in said note for the payment of the Contents thereof is long since past hath never paid the same nor any penny thereof but unjustly neglects and wholly refuses to do it to the damage of the said Jonathan twenty pounds. the Plt. appears by Jonathan Ashley Esq. his Att. and the said Joseph being three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Jonathan do recover against the said Joseph twelve pounds ten Shillings and Eight pence of lawful money Damages and Cost of Suit taxed at One pound nineteen Shillings and two pence and thereof he may have his Execn. — Execn. Issd 5th March 1773. —

Arms vs Ashley V. 62

James McThurnan of Chartimont in the County of Hampshire yeoman Plt. vs. Joseph Farr of a place called No. five in the County aforesaid yeoman Deft. in a plea of the Case for that the said Joseph at said number five on the twenty third day of September A.D. 1771 by his note of that date for value Recd. then and there promised the said James to pay him or Order forty pounds within fifteen months from the date of said note with lawful Interest for the same from the date of said note till paid Yet the said Joseph tho often requested and altho the time set and limited in said Note for the payment of said Sum is long since past hath never paid the same nor any penny thereof but unjustly neglects and wholly refuses to do it to the damage of the said James fifty pounds. the Plt. appears by Jonathan Ashley Esq. his Att. and the said

McThurnan vs Farr— V. 63

McKinnan vs Farr No. 63

said Joseph the three times publickly called to come into Court doth not come but makes default of appearance her therefore it is Considered by the Court that the said James do recover against the said Joseph forty three pounds seven shillings and two pence of Lawful money Damages and Cost of Court taxed at two pounds six shillings and two pence and thereof he may have his Execn. Ex. is. 5th. March 1773.—

Pennell vs Mills No. 65

Robert Pennell of Colrain in the County of Hampshire yeoman Plt. vs. John Mills of Colrain aforesaid yeoman Deft. in a plea of the Case for that the said John of said Colrain on the eighth day of Septembr. last past by his Note of that date for value received then and there promised the said Robert to pay him or Order two pounds Seven Shillings and six pence at or before the first day of Octobr. next ensuing at or before the first day of Octobr. then next after the date of said note) yet the said John tho often requested and altho the time set and limited in said note for the payment of the aforesaid Sums is long since past hath never said the same nor any penny thereof but unjustly neglects and wholly refuses to do it to the damage of the said Robert three pounds. the Plt appears by Jonathan Ashley Esq. his Attr. and the said John being three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Robert do recover against the said John two pounds Eight Shillings and eight pence of Lawful money Damages and Cost of Suit taxed at two pounds five Shillings and therefore. Ex. is. 2. April 1773

Williams vs Burt No. 66

Thomas Williams of Deerfield in the County of Hampshire Esq. Plt. vs. Ebenezer Burt of Deerfield aforesaid yeoman Deft. in a plea of the Case for that the said Ebenezer at said Deerfield on the twenty ninth day of Novembr. DCCLXX by his note of that date for value received then and there promised the said Thomas to pay him or Order three pounds four shillings and seven pence three farthings on demand with Lawful Interest for the same till paid. Yet the said Ebenezer tho often requested hath never paid said him nor any part of said Sum but unjustly neglects and wholly refuses to do it to the damage of the said Thomas Six pounds The Plt. appears by Jonathan Ashley Esq. his Attr. and the said Ebenezer tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Thomas do recover against the said Ebenezer four pounds Elevenpence and three farthings of Lawful money Damages and Cost of Suit taxed at two pounds and six pence and thereof he may have his Ex. Ex. is. 21st. Septbr. 1773.—

Ashley vs Mitchell No. 67

Jonathan Ashley of Deerfield in the County of Hampshire Esq. Plt. vs. Joseph Mitchel of Ashfield in said County

yeoman Deft. in a plea of the Case for that the said Joseph at Springfield in the County aforesaid on the thirtieth day of August— Dvpll by his Note of that date for value recived then and there promised the said Jonathan to pay him or Order twenty one Shillings and six pence on demand with lawful Interest for the same until paid. Also for that the said Joseph at said— Springfield on the twenty seventh day of August last past by his other note of that date for value recived promised the said Jonathan to pay him or Order one other sum of One pound Eleven Shillings and four pence two farthings on demand with lawful Interest for the same till paid. Yet the said Joseph tho often requested hath never paid either of said sums or any part of either of said sums but unjustly neglects and wholly refuses to do it to the damage of the said Jonathan five pounds. the Plt. appears ~~by~~ in his own proper person and the said Joseph tho three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said Jonathan do recover against the said Joseph two pounds fifteen Shillings and two pence two farthings of lawful money Damages and Cost of Court taxed at two pounds one Shilling and four pence and thereof he may have Ex. Ex. is? 5th March 1773.

George Brush of Springfield in the County of Hampshire Gent. Plt. vs. Datis Ensign of Westfield in said County yeoman Deft. in a plea of the Case for that said Datis at said Springfield on the fourth day of Novemb? Dvpll by his note of that date for value then recived promised the Plt. to pay him or Order one pound sixteen Shillings and three pence on demand with use till paid. — Also for that the said Datis at said Springfield on the twenty fifth day of August last past by one other note of that date for value then recived promised the Plt. to pay him or Order Eleven pounds three Shillings and seven pence on demand with lawful Interest till paid. — Also for that said Datis at said Springfield on the twenty fifth day of August last past by one other Note of that date for value then recived promised the Plt. to pay him or Order five pounds thirteen Shillings and nine pence lawful money on demand with lawful Interest till paid. Yet said Datis the often thereto requested hath never paid either of said sums or Interest or any penny thereof to the Plt. but unjustly neglects it to the damage of the said George thirty pounds. the Plt. appears by Justin Ely Gent. his Att. and the said Datis tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said George do recover against the said Datis Nineteen pounds twelve Shillings and six pence of lawful money Damages and Cost of Suit taxed at two pounds and thereof he may have his Execn. Ex. is. 12th April 1773.

Brush vs Ensign No 68

Bipsel vs Gaylord No. 69

David Bipsel of East Windsor in the County of Hartford and Colony of Connecticut yeoman Pltf. vs. Oliver Gaylord late of South Hadley in the County of Hampshire yeoman Deft. in a plea of the Case for that whereas at said Northampton on the last day of Decemb? last past the said David had before that time at the Special Instance and request of the said Oliver sold and delivered to him the said Oliver divers Goods Wares and Merchandize of him the said David he the said Oliver in Consideration thereof undertook and then and there faithfully promised the Pltf. to pay him for said Goods Wares and Merchandize so much money as the same were reasonably worth whenever after he should be thereto required and the said David in fact saith that the said Goods Wares and Merchandize so sold and delivered to said Oliver by him the said David were at the time of the Sale and delivery thereof reasonably worth the Sum of Seven pounds four Shillings and one penny lawful money that is to say at Northampton aforesaid of which the said Oliver there afterwards the same day and year had notice from the said David. — yet said Oliver tho often thereto requested hath never paid said Sum or any penny thereof to the Pltf. but unjustly neglects it to the damage of the said Bipsel nine pounds. the Pltf. appears by Justin Ely Gent. his Attr. and the said Oliver tho' three times publickly called to come into Court doth not come but makes default of appearance here therefore it is Considered by the Court that the said David do recover against the said Oliver Seven pounds four Shillings and one penny of lawful money Damages and Cost of Court taxed at two pounds five Shillings and four pence and thereof he may have his Execn. — Execn. is: 12th April 1773. —

Day et al vs Smith No. 70

Benjamin Day Gent. and Margaret Jones gentlewoman both of Springfield in the County of Hampshire Pltfs. vs. Samuel Smith late of Westfield in said County Physician Deft. in a plea of the Case for that said Samuel at said Springfield on the Eleventh day of Febry A. 1771 by his note of that date for value then received promised the Pltfs to pay them Six pounds Eleven Shillings and eight pence on demand with an ensuing lawful Interest until paid. — Yet said Samuel tho often thereto requested hath never paid said Sum or Interest or any penny thereof to the Pltfs or either of them but unjustly neglects it to the damage of the said Benjamin and Margaret Nine pounds. the Pltfs appear by Justin Ely Gent. their Attr. and the said Samuel tho three times publickly called to come into Court doth not come but makes default of appearance here, Therefore it is Considered by the Court that the said Benjamin and Margaret do recover against the said Samuel Seven pounds Seven Shillings and Six pence lawful money Damages and Cost of Court taxed at two pounds and four pence and thereof he

Ex. is: 16th April 1773. —

Gideon Jones of Springfield in the County of Hampshire yeoman Plt. vs. Eleazer Day yeoman and Enoch Chapin Gent. both of Springfield aforesaid Defts. in a plea of the Case for that said Eleazer and Enoch at said Springfield on the fourth day of January Anno 1772 by their note of that date for value there recived promised the Plt. to pay him the sum of seven pounds one Shilling and two pence two farthings lawful money on demand with Interest till paid, yet said Eleazer and Enoch or either of them tho often requested have never paid said Sum or Interest or any penny thereof to the Plt. but unjustly neglect it to the damage of the said Gideon eight pounds. the Plt. appears by Justin Ely Gent. his Attr. and the said Eleazer and Enoch tho three times publickly called to come into Court do not come but make default of appearance here, therefore it is Considered by the Court that the said Gideon do recover against the said Eleazer and Enoch Six pounds eight Shillings and four pence three farthings of lawful money Damages and Cost of suit taxed at one pound nineteen Shillings and eight pence and thereof he may have his Execution. Execth. Is. 19th. April 1773

Jones vs Day & al. No. 71

Ebenezer Miller the third of Springfield in the County of Hampshire yeoman Plt. vs. Luke Day Junr. of Springfield aforesaid yeoman Deft. in a plea of the Case for that s.d Luke at said Springfield on the sixth day of Janry. Anno 1772 by his note of that date for value there recived promised the Plt. to pay him twelve pounds twelve Shillings by the first day of May then next which time of payment is long since past. Yet said Luke tho often thereto requested hath never paid said Sum or any penny thereof to the Plt. but unjustly neglects it to the damage of the said Ebenezer fifteen pounds. the Plt. appears by Justin Ely Gent. his Attr. and the said Luke tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Ebenezer do recover against the said Luke thirteen pounds four Shillings and one penny of lawful money Damages and Cost of Court taxed at two pounds and four pence and thereof he may have his Execution. Ex. is. 19th April 1773.

Miller & al. vs Day 2. No. 72

John Townsend of Hartford in the County of Hartford and Colony of Connecticut in New England Gent. Plt. vs. John Gibbs yeoman and Sarah Gibbs Widow both of Green=wich in the County of Hampshire Defts. in a plea wherein the said Townsd demand of the said John Gibbs and Sarah Gibbs one Messuage with the appurtenances lying and being in said Greenwich on the East side of the middle Branch of Swift River so called in said County of Hampshire being the Messuage wherein and upon which Thomas Gibbs deced father of the said John Gibbs lately untill and at the time of

Townsend vs Gibbs & al. No. 73

Townsend vs Gibbs & No 793

of his dwelling & mill and also three hundred acres of Land in Grear with aforesaid being all that Land on the Easterly side of the said middle branch of Swift river adjoining to the said Messuage which on the last day of August last was in the possession of the said Thomas Gibbs deceased then living as his the said John Townsends Right and Inheritance and into which they the said John Gibbs and Sarah Gibbs have no Entry but by a Disseisen of him the said Townsend thereof by them the said John Gibbs and Sarah Gibbs made within five years last past and whereupon the said John Townsend declares and says that he within the term of five years now last past in a time of peace and within the time of the Reign of his present Majesty was seised of the said demanded premises with their appurtenances in his demesne as of fee and right taking the profits thereof to the value of twenty pounds by the year and Continued so thereof seized until they the said John Gibbs and Sarah Gibbs unjustly and without Judgment within the said term of five years entered thereinto and disseised him the said Demandant thereof and they still detain and hold him out therefrom to the damage of the said Townsend fifty pounds.—
The Parties appear and the Plt. by Moses Bliss Esq. his Atty. moves for ~~a Continuance~~ a Continuance of this action for want of Witnesses &c. and it is Considered that the said Parties have a day before the Lord the King here until the third Tuesday of May next following said next Tuesday of February aforesaid.—

Allis vs Trusdell No 794

David Allis of Bolton in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Jonathan Trusdell yeoman and Joshua Hutchins yeoman both lately of Bolton aforesaid Defts. in a plea of the Case for that said Jonathan and Joshua at said Northampton on the twenty eighth day of January Dr 1771 by their note of that date for value received promised said David to pay and deliver him fifteen pounds lawful money worth of Grain at the market price to be delivered at the Dwelling house wherein they the said Jonathan and Joshua then lived & dwelt in Bolton aforesaid on or before the twenty fifth day of Decemb. Dr 1772 and the said David says he hath been always ready there at said House throughout the whole of said twenty fifth day of December and ever since to receive the said Grain of them the said Jonathan and Joshua ~~or either of them~~ nevertheless they the D. Jonathan and Joshua or either of them the afors therein required have not paid or delivered said Grain or any part thereof or any ways performed said promise but neglect so to do to the damage of the said David Sixteen pounds. The Plt. appears by Moses Bliss Esq. and the said Jonathan and Joshua being three times publickly called to come into Court do not come but make default of appearance here therefore it is Considered by the Court that the said David do recover against the said Jonathan and Joshua fifteen pounds two Shillings and three pence of lawful money Damages and Cost of Suit taxed at two pounds

fourteen Shillings and ten pence, after all which the said Jonathan and Joshua by Elisha Porter Esq. their Attr. come here and appeal from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Northampton within and for the County of Hampshire on the ~~Fourth~~ Sunday of April next and he recognizes with Sureties as the Law directs for the said Defts. prosecuting said Appeal with effect as by the said Recognizance on file may be seen.

Moses Bliss Esq. of Springfield in the County of Hampshire Pltf. vs. Thomas Day of Springfield aforesaid yeoman Deft. in a plea of Trespass on the Case for this that whereas the said Thomas at said Springfield on the twenty fifth day of January last past by his note of that date for value recievd promised one Gideon Smith to pay him or his Order ~~Seven~~ pounds lawful money of this Province on or before the first day of June then next following with lawful Interest for the same till paid and afterwards to wit on the twenty fourth day of August last past at Springfield aforesaid no part of the Contents of said Note having been paid by said Thomas to said Gideon he the said Gideon by his Indorsement in Writing on the backe of said note with his own proper hand subscribed assigned the same note over to the said Moses for the value thereof of him recived, and thereby directed and ordered him the said Thomas to pay the Contents of the same note then wholly due and unpaid to him the said Moses or his Order for the value thereof of him recived whereof he the said Moses there Instantly afterwards on the same day gave the said Thomas notice by means of all which he the said Thomas became and was liable and chargeable to pay the Contents of the same Note to the said Moses or his Order whenever after he should be thereto required and in Consideration thereof he the said Thomas then and there Apromid on himself and faithfully promised said Moses to pay him or his Order the Contents of the same Note whenever after he should be thereto required according to the tenor thereof and of said Indorsement yet said Thomas tho often thereto requested and Especially on the first day of November last at Springfield aforesaid hath never paid said Moses the same or any penny thereof or anyways performed his said promise but hitherto hath and still and still neglects and refuses to pay him the same to the damage of the said Moses Bliss eight pounds the Pltf. appears in his own proper Person and the said Thomas tho three times publickly called to come into Court doth not come but makes default of appearance here, therefore it is considered by the Court that the said Moses do recover against the said Thomas Seven pounds Eight Shillings and ten pence of lawful money Damages and Cost of Suit taxed at two pounds one Shilling and thereof he may have his Execn. ——— Execn. is. 12th. March 1773

Bliss vs Day No. 75

Burrell vs White 2. No. 76

Samuel Burr and William Burr both of Hartford in the County of Hartford and Colony of Connecticutt Shopkeepers Pltfs. vs. Thomas White 2d. of South Hadley in the County of Hampshire yeoman Defft. in a plea of the Case for that said Thomas at said Northampton on the first day of April last past by his note under his hand of that date for value recived promised said Samuel and William to pay them Six pounds five Shillings Lawful money on the first day of June then next with Lawful Interist for the same till paid. Yet said Thomas tho often thereto requested hath not paid said Samuel and William or either of them the Same Sum or any penny thereof or said Interest but hitherto hath and still neglects and refuses to pay them the same to the damage of the said Samuel and William seven pounds. the Pltfs. appear by Moses Bliss Esq. their Attr. and the said Thomas tho three times publickly called to come into Court doth not come but makes default of appearance here. —— Therefore it is Considered by the Court that the said Samuel and William do recover against the said Thomas Six pounds Eleven Shillings and Six pence one farthing of Lawful money Damages and Cost of Suit taxed at two pounds Seven Shillings and eight pence and thereof they may have their Exec. Ex. is. 5th March 1773. ——

Sidney vs Moore No. 77

Samuel Burr and William Burr both of Hartford in the County of Hartford and Colony of Connecticutt Shopkeepers Pltfs. vs. Simon Moore of South Hadley in the County of Hampshire yeoman Defft. in a plea of the Case for that said Simon at said Northampton on the fourth day of June D. 1771 by his note of that date for value recived promised said Samuel and William to pay them five pounds Seventeen Shillings and two pence Lawful money on demand with Lawful Interest for the same till paid. Yet said Simon tho often thereto requested hath not paid said Samuel and William or either of them the same Sum or any penny thereof or said Interest but hitherto hath and still neglects and refuses to pay them the same to the damage of the Pltfs. Samuel and William Six pounds. the Pltfs. appear by Moses Bliss Esq. his Attr. and the said Simon tho three times publickly called to come into doth not come but makes default of appearance here —— Therefore it is Considered by the Court that the said Samuel and William do recover against the said Simon four pounds three Shillings and seven pence of Lawful money Damages and Cost of Suit taxed at two pounds Seven Shillings and eight pence and thereof &c. Ex. is. 5th March 1773

Terry vs Granger No. 78

Nathaniel Terry of Enfield in the County of Hampshire Gent. Pltf. vs. David Granger of Springfield in said County yeoman Defft. in a plea of the Case for that said David at said Northampton on the first day of Decemb.r last past was Justly Indebted to said Nathaniel in the Sum of two pounds nine Shillings by Book Account to ballance

the same for divers Goods Wares and Merchandizes there before that time sold and delivered by said Nathaniel to said David at his request and in Consideration thereof said David then and there promised said Nathaniel to pay him the same sums on demand. Also for that whereas said Nathaniel there had before that time sold and delivered to said David divers other Goods Wares and Merchandizes at his like Special Instance and request in Consideration thereof said David then to wit on said first day of Decemb.r last at said Northampton promised said Nathaniel to pay him for the same Goods Wares and Merchandizes last-mentioned so much money as the same were reasonably worth on demand and the said Nathaniel in fact says the same Goods Wares and Merchandizes last mentioned were reasonably worth one other sum of two pounds nine Shillings like lawful money whereof he the said David then Instantly afterwards on the same Day had notice Yet said David tho often thereto requested hath not paid said Nathaniel either of said sums or any penny thereof but hitherto hath and still neglects and refuses so to do to the damage of the said Nathaniel five pounds. The Plt. appears by Moses Bliss Esq. his Att.r and the said David being three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Nathaniel do recover against the said David two pounds nine Shillings of lawful money Damages and Cost of Court taxed at two pounds four Shillings and therof &c. Execn. is.d 30th April 1773.

Jedidiah Bliss of Springfield in the County of Hampshire Gent. Plt. vs. Elisha Wright of Springfield aforesaid yeoman Deft. in a plea of the Case for that said Elisha at said Springfield on the nineteenth day of May last past by his Note of that date for value recived promised said Jedidiah to pay him nine pounds nineteen Shillings and nine pence halfpenny lawful money on demand with lawful Interest for the same till paid. Yet said Elisha tho often thereto requested hath not paid said Jedidiah the same Sum or any penny thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Jedidiah Eleven pounds. the Plt. appears by Moses Bliss Esq. his Att.r and the said Elisha tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Jedidiah do recover against the said Elisha ten pounds Eight Shillings and Seven pence two farthings of Lawful money Damages and Cost of Suit taxed at two pounds and Eight pence and thereof he may have his Ex. Ex.n is.d 12th March 1773.

(Bliss vs Wright No. 79)

Jedidiah Bliss of Springfield in the County of Hampshire Gent. Plt. vs. George Bates of Springfield aforesaid yeoman Deft. in a plea of the Case for that said George at said Springfield on the fifth day of May last past by his Note

(Bliss vs Bates No. 80

Bliss vs Bates No 80

Note of that date for value recived promisid said Jedidiah to pay him Seven pounds three shillings and two farthings lawful money on demand with lawful Interest for the same till paid. Also for that said George at said Springfield on the first day of Dcember last past was justly indebted to said Jedidiah in the sum of twenty five Shillings and five pence lawful money by Book Amount to ballance for divers Ware merchandized and Leather there before that time sold and delivered by said Jedediah to said George at his request and in Consideration thereof said George then and there promisd said Jedidiah to pay him the same Sum on demand. Yet D. George tho often thereto requested hath not paid said Jedidiah either of said Sums or any penny thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Jedidiah ten pounds the Plt. appears by Moses Bliss Esq. his Attr. and the said George tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Jedidiah do recover against the said George Eight pounds fourteen Shillings and ten pence of Lawful money Damages and Cost of Suit taxed at two pounds and eight pence and thereof he may have his Execn. Ex. is. 12th March 1773.—

Colton vs Dunham No. 81

Samuel Colton of Springfield in the County of Hampshire yeoman Plt. vs. Lemuel Dunham of Wilbraham in said County yeoman Deft. in a plea of the Case for that said Lemuel at said Springfield on the twenty fourth day of April D. 1771 by his note of that date for value recived promised said Samuel by the name of Samuel Colton 2. to pay him four pounds six Shillings lawful money on demand with lawful Interest for the same till paid.— Yet said Lemuel tho often thereto requested hath not paid said Samuel the same Sum or any penny thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Samuel six pounds The Plt. appears by Moses Bliss Esq. his Attr. and the said Lemuel tho three times publickly called to come into Court doth not come but makes default of appearance here.— Therefore it is Considered by the Court that the said Samuel do recover against the said Lemuel four pounds fifteen Shillings and four pence of Lawful money Damages and Cost of Suit taxed at two pounds three Shillings and ten pence and thereof he may have his Ex. Ex. is. 16th April 1773

Ferre vs Parsons No. 82

Elisha Ferre of Springfield in the County of Hampshire yeoman Plt. vs. Aaron Parsons Junr. of Springfield aforesaid yeoman Deft. in a plea of Trespass on the Case for that that whereas the said Aaron at said Springfield on the

twenty first day of August last past by his Note of that date for value rec.d promised one Robert Wheler to pay him or his Order six pounds Lawful money in two months from the date thereof with Lawful Interist for the same till paid and afterwards to wit on the same twenty first day of said August at S.d Springfield no part of the Contents of said Note having been paid by the said Aaron to the said Robert he the said Robert by his Indorsement Assigned the same Note over to the said Elisha for the value thereof of him received. and thereby directed and Ordered him the said Aaron to pay the Contents of the same Note according to the tenor thereof to him the said Elisha the Pltf. or his Order for the value thereof of him received, whereof he the said Elisha then and there Instantly afterwards on the same day gave him the said Aaron notice by means of all which he the said Aaron then and there was and became liable and chargable to pay the Contents of the same Note to said Elisha or his Order according to the tenor thereof and of the Indorsement aforesaid and being so liable he the said Aaron then and there in Consideration thereof — Assumed upon himself and to the said Elisha faithfully promised to pay him or his Order the Contents of the same Note according to the tenor thereof and of the Indorsiment aforesaid. Yet said Aaron tho often thereto requested hath not paid said Elisha the same or any part thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Elisha Seven pounds. The Pltf. appears by Moses Bliss Esq. his Att.y and the said Aaron tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Elisha do recover against the said Aaron Six pounds three shillings and Six pence of Lawful money damages and Cost of Suit taxed at two pounds two shillings and one penny. and thereof he may have his Execn. Execn. Is.d 30th April 1773

George Pynchon of Springfield in the County of Hampshire Gent.t Pltf. vs. Enoch Chapin of Springfield aforesaid Gent. Deft. } Pynchon vs Chapin No. 83

in a plea of the Case for that said Enoch at said Springfield on the Seventeenth day of July A.D 1768 by his note of that date for value received promised said George to pay him or his Order Eight pounds one shilling and three pence Lawful money on demand with Interest for the same till paid — Yet said Enoch tho often thereto requested has not paid said George the same Sum or any penny thereof or said Interest but hitherto hath and still neglects and refuses to pay him the same to the damage of the said George nine pounds. the Pltf. appears by Moses Bliss Esq. his Att.y and the said Enoch tho three times publickly called to come into Court makes default of appearance here. Therefore it is Considered that the said George do recover against the said Enoch. Six pounds twelve shillings & Lawful money damages and Cost of Suit taxed at One pound Nineteen shillings and six pence. and thereof he may have his Ex. Ex. is. 6th April 1773.

Phillips vs Gallon's Ex. No. 84 } William Phillips Esq. of Boston in the County of Suffolk Plt. vs. Gideon Gallon of Springfield in the County of Hampshire yeoman Executor of the last Will and Testament of Joseph Gallon late of said Springfield Gent. deced Deft. in a plea of the Case for that said Joseph in his life time at said Springfield on the tenth day of February last past by his note in writing under his hand of that date for value received promised said William to pay him or his Order Twenty seven pounds Sixteen Shillings and three pence lawful money on demand together with lawful Interest for the same till paid. — Yet said Joseph tho often thereto requested hath not paid said William the same Sum or any penny thereof whilst he the said Joseph lived neither hath he the said Gideon since the Death of the said Joseph ever paid the same Sum or any penny thereof or said Interest to the said William but hitherto hath and still neglects and refuses to pay him the same to the damage of the said William Eighty five pounds. — the Plt. appears by Moses Bliss Esq. his Attr. and the said Gideon tho. three times publickly called to come into Court doth not come but makes default of appearance here. therefore it is considered by the Court that the said William do recover against the said Gideon Eighty two pounds Eleven Shillings and one penny of lawful money Damages and Cost of Court taxed at three pounds four Shillings and ten pence. and thereof &c. Ex. is.d 30th April 1773

Gary vs Leonard No. 85 } Nathaniel Gary of Boston in the County of Suffolk Merchant Plt. vs. Benjamin Leonard Junr. of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Benjamin at said Springfield on the first day of December last past was justly indebted to said Nathaniel in the Sum of Sixteen pounds Six Shillings and Six pence lawful money to balance Accounts for divers Wares and Merchandizes then before that time sold and delivered by said Nathaniel to said Benjamin at his special Instance and request and in Consideration thereof said Benjamin then and there promised said Nathaniel to pay him the same Sum on demand and also for that whereas the said Nathaniel had there before that time sold and delivered said Benjamin divers other Wares and Merchandizes in Consideration thereof said Benjamin then and there promised said Nathaniel to pay him for the same Wares and Merchandizes last mentioned so much money as the same were reasonably worth on demand and the said Nathaniel in fact says said Wares and Merchandizes last mentioned were reasonably worth one other Sum of Sixteen pounds Six Shillings and Six pence like lawful money whereof he the said Nathaniel then and there gave the said Benjamin notice yet said Benjamin tho often thereto requested hath not paid said Nathaniel the same Sums or either of them or any penny thereof but hitherto hath and still neglects and

Refuses to pay him the same to the damage of the said Nathaniel Eighteen pounds. the Plt. appears by Moses Bliss Esq. his Attr. and the said Benjamin tho three times publickly called to come in to Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Nathaniel do recover against the said Benjamin fifteen pounds nine shillings and seven pence (ex officio) and Costs of Court taxed at three pounds four shillings and four pence and thereof he may have his Execn. — Execn. Issd 6th April 1773 —

John Mc Clister of Enfield in the County of Hampshire yeoman Plt. vs. Alexander Simpson Lately of Schenectady in the County of Albany and Province of New York yeoman Deft. in a plea of the Case for that whereas at said Northampton on the last day of December last past in Consideration that the said John had before that time sold and delivered to the said Alexander at his Special Instance and request diviers Goods Wares and Merchandizes he the said Alexander then and there promised the said John to pay him so much money as the same Goods &c were reasonably worth whenever afterwards he should be thereto required and the said John in fact saith that the same Goods &c. at the time of the Sale and delivery thereof were reasonably worth ten pounds lawful money whereof the said Alexander then and there had notice. Yet the said Alexander tho often thereto required hath never paid the same or any part thereof but neglects it to the damage of the said John ten pounds. The Plt. being three times publickly called to come into Court doth not come and therefore is Nonsuit. And the said Alexander the Deft by John Phelps Gent. his Attr. comes here and moves that his Cost about the Suit aforesaid in that behalf expended may be allowed him. Therefore it is Considered that the said Alexander do recover against the said John Cost of Court taxed at two pounds Six Shillings and Six pence and thereof he may have his Execn. Execn. Issd 5th March 1773.

(W. Clister vs Simpson No. 86)

William Scott of Palmer in the County of Hampshire Gent. Plt. vs. Daniel Baker Junr. of Montague in said County yeoman Deft. in a plea of the Case for that the said Daniel on the twentieth day of July last past at Northampton aforesd by his Note under his hand of that date for value received promised the said William to deliver to him thirteen pounds lawful money worth of Good Merchantable Sugar, Glass, and molasses to be delivered at the dwelling house of one Luke Bliss Innholder in Springfield in said County on or before the tenth day of September then next following and to be apprized by the said Luke at the then market price, and if not paid at that time then to pay Interest for the same sum untill paid. and the Plt in fact says that he always after making the promise aforesaid was and still is ready to receive the same Sugar Glass and molasses viz.t at the said Luke's dwelling house aforesaid on the said tenth day of September there required the said Daniel to deliver the same Yet the said Daniel tho the time aforesaid —

(Scott vs Baker No. 87)

Scott vs Baker. No 87

aforesaid is Elapsed and the often requested hath not delivered the said Sugar Glass and Molasses or either of them or any part thereof nor has he paid the said Sum of thirteen pounds or the Interest of it or any ways fulfilled his said promise but he neglects and refuses to do it to the damage of the said William twenty pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Daniel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it it Considered by the Court that the said William do recover against the said Daniel thirteen pounds Six Shillings and five pence of lawful money Damages and Cost of Suit taxed at two pounds one Shilling and eight pence. And now the said Daniel by William Billings Esq. his Attr. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within and for the County of Hampshire on the ~~fourth~~ last Tuesday of April next and he recognizes with Sureties as the Law directs for the said Daniels prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Work vs Marble No 88

Robert Work late of Hardwick in the County of Worcester yeoman Plt. vs. Abner Marble of Greenwich in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Abner at Greenwich aforesaid on the Seventh day of April A D 1784 by his Note under his hand of that date for value received promised the said Robert to pay him two pounds two Shillings and nine pence lawful money in three Months from the date aforesaid with Interest (meaning lawful Interest) for the same till paid. Yet the said Abner tho that time is Elapsed and tho often requested hath not paid the same Sum or the Interest of it but he neglects to do it. to the damage of the said Robert Six pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Abner tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Robert do recover against the said Abner two pounds twelve Shillings and Six pence of lawful money Damages and Costs of Court taxed at two pounds four Shillings and two pence and thereof he may have his Execn.

Pynchon vs Smith & al No 89

George Pynchon of Springfield in the County of Hampshire Gent. Plt. vs. Philip Smith yeoman and Johnson Woodbridge Junr. Gent. both of South Hadley in said County Defts. in a plea of the Case for that the said Philip and John at Springfield aforesaid on the sixth day of August last by their Note under their hands for value received promised to pay one Benjamin Day or Order Eight pounds six Shillings and nine pence lawful money on demand

with lawful Interest for the same till paid, and the said Benja-
min there afterwards on the same day by his Indorsement
in writing under his hand on the same note ordered the Con-
tents thereof then wholly due and unpaid to be paid to the Plt.
value ruvived of all which the said Phillips and John then and
there had notice and they thereby became liable to pay the Con-
tents of said note to the Plt. and being so liable they the said Phi-
lips and John in Consideration thereof there afterwards on the
same day promised the Plt. to pay him the same according-
ly on demand. Yet the said Phillips and John tho often requested
have not paid the same or any part thereof nor has either of them
done it but they neglect to do it to the damage of the said George
twelve pounds. the Plt. appears by Jonathan Bliss Esq. his Attr.
and the said Phillips and John tho three times publickly called
to come into Court do not come but make default of appear-
ance here. — Therefore it is Considered by the Court that
the said George do recover against the said Phillips and John
Eight pounds twelve Shillings and two farthings. of lawful
money Damages and Cost of Suit taxed at two pounds and
Eight pence and thereof &c. — Execn. Is. 6th April 1773. —

George Pynchon of Springfield in the County of Hampshire Gent. Plt. vs. Thomas White the Second of South Hadley in said Coun-
ty yeoman Deft. in a plea of the Case for that the said Thomas
and one Joel White now deceased in the life time of the said Joel
viz. on the twenty third day of April D. 1771 at Springfield
aforesaid by their Note for value ruvived promised the said
George to pay him or Order thirty six pounds lawful money
on demand with lawful Interest therefor till paid. Yet the said
Thomas and Joel or either of them in the life time of the
said Joel have not nor has the said Thomas since the death
of the said Joel paid the same Sum or the Interest of it or
has either of them done it tho often thereto requested, but the
said Thomas and Joel in the life time of the said Joel and
the said Thomas afterwards the death of the said Joel refused
to pay the same and the said Thomas still neglects and re-
fuses to pay the same to the damage of the said George for-
ty pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and
the said Thomas tho three times publickly called to come into
Court doth not come but makes default of appearance here
Therefore it is Considered by the Court that the said George
do recover against the said Thomas Seven — pounds Seven-
teen Shillings and one penny one farthing of lawful mo-
ney damages and Cost of Suit taxed at One pound Eight
een Shillings and eight pence and thereof he may have his
Execn. Execn. Is. 6th April 1773.

Pynchon vs White No. 90

Daniel Merrills of Hartford in the County of Hartford and
Colony of Connecticutt yeoman Plt. vs. John Strickland of
Granville in the County of Hampshire yeoman Deft. in
a plea of the Case for that the said John at Granville aforesd
on the ninth day of January D. 1772. by his Note of that date

Merrills vs Strickland No. 91

Merrells vs Strickland No. 91 } Date for value recived promised to pay one Libbeus Ball or Order six pounds of lawful money on or before the first day of January then next following with lawful Interest for the same till paid and the said Libbeus there afterwards viz on the said ninth day of January first aforesaid by his Indorsement in writing under his hand on the same Note ordered the Contents thereof then wholly due and unpaid to be paid to the said Daniel value recived of all which the said John there afterwards on the same Day had Notice and thereby became liable to pay the same to the said Daniel according to the tenor of the same Note and being so liable he the said John in Consideration thereof then and there promised the said Daniel to pay him the said six pounds by the said first day of January aforesaid then next following with lawful Interest for the same according to the tenor of the same Note. Yet the said John tho that time is Elapsed and tho often thereto requested hath not paid the same Sum or the Interest thereof but he neglects and refuses to do it to the damage of the said Daniel Nine pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said John being three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Daniel do recover against the said John six pounds Seven Shillings and ten pence of lawful money Damages and Cost of Court taxed at two pounds ten Shillings and ten pence. and thereof he may have his Execn. — Execn. Issd. 5th March 1773. —

Pynchon vs Dewey et al's No. 92 } George Pynchon of Springfield in the County of Hampshire Gent. Plt. vs. Moses Dewey of Westfield in said County Gent. and a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of said County. and John Ingersoll of Westfield aforesaid Esq. Defts. in a plea of the Case for that the said Moses and John on the tenth day of March last past at Springfield aforesaid by their note under their hands of that date for value recived promised the said George to pay him or Order Eight pounds fifteen Shillings and two pence halfpenny lawful money within six months from the date aforesaid of the same note with Interest (meaning lawful Interest for the same) till paid. Yet the said Moses and John tho often requested and tho that time is Elapsed have not paid the same Sum or the Interest of it nor has either of them done it but they neglect to do it to the damage of the said George nine pounds and nineteen Shillings. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Moses and John tho three times publickly called to come into Court do not come but make default of appearance here. — Therefore it is Considered by the Court that the said George do recover against the said Moses and John Nine pounds four Shillings and nine pence of lawful money Damages and Cost of Court taxed at two pounds two Shillings and two pence. — And now the said —

Moses and John by John Phelps Gent. their Att.y come here and appeal from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Northampton within and for the County of Hampshire on the ~~Fourth~~ Tuesday of April next and the Recognizors with Surities at the Law disults for the said Moses and John prosecuting their appeal aforesaid with effect as by the said Recognizance on file may be seen.

John Marble late of Ashfield in the County of Hampshire yeoman Plt. vs. Abner Marble of Granville in said County yeoman Deft. in a plea of the Case &c as by the said Writ on file may be seen the Plt being three times publickly called to come in to Court is Nonsuit and the Deft likewise Disaulted and the Action dismissed. { Marble vs Marble No. 93

Abel King of Willbraham in the County of Hampshire Trader Plt. vs. Nathaniel Taylor of Monson in said County yeoman Deft. in a plea of the Case for that the said Nathaniel on the first day of January A.D. 1773 at Northampton aforesaid being indebted to the said Abel in the Sum of four pounds Eighteen Shillings lawful money according to the Amount to the Writ annexed he the said Nathaniel then and there in Consideration thereof promised the said Abel to pay him the same on demand. also for that whereas the said Nathaniel there afterwards on the same day in Consideration that the said Abel had there before that time at the Special Instance and request of the said Nathaniel sold and delivered to him the said Nathaniel divers other Goods and Merchandizes than those in the Amount aforesaid enumerated and before mentioned assumed on himself and then and there promised the said Abel to pay him so much money therefor as the same Goods and Merchandize were at the time of the sale and delivery thereof reasonably worth on demand and the said Abel in fact saith that the same Goods and Merchandizes were at the time of the sale and delivery thereof reasonably worth another Sum of four pounds Eighteen Shillings like money viz.t at Springfield aforesaid of all which the said Nathaniel then and there had notice - Yet the said Nathaniel tho often requested hath not paid the Several Sums aforesaid or either of them but the same to do it to the damage of the said Abel nine pounds. The Plt appears by Jonathan Phelps Esq. his Att.y and the said Nathaniel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Abel do recover against the said Nathaniel four pounds Eighteen Shillings of lawful money Damages and Cost of Court taxed at two pounds three shillings and ten pence and thereof he may have his Execn. { King vs Taylor No. 94

Moses Church of Springfield in the County of Hampshire yeoman Plt. vs. Moses Graves of Monson in the same County yeoman Deft. in a plea of the Case for that the said Moses Graves on the fourteenth day of March A.D. 1769 at Springfield aforesaid by his Note under his hand of that date for value { Church vs Graves No. 95

Church vs Graves No. 95

Value rec^d promised to pay one Jonathan Dwight or Order four pounds Seven Shillings and two pence two farthings lawful money on demand with Interest (meaning lawful Interest) for the same till paid and the said Jonathan thereafterwards on the same day by his Indorsement in writing under his hand on the same Note ordered the Contents thereof then due and unpaid to be paid to the Plt. value rec^d of all which the said Graves then and there had Notice and thereby became liable to pay the same to the said Plt. according to the tenor of said Note and being so liable he the said Moses Graves in Consideration thereof then and there promised the Plt. to pay him the same Sum with the Interest accordingly on demand yet the said Graves tho often requested hath not paid the same Sum or the Interest of it but neglects and refuses to do it to the damage of the said Church nine pounds. the Plt. appears by Jonathan Bliss Esq. his Att^y and the said Graves tho three times publickly called to come into Court doth not come but makes default of appearance here —— Therefore it is Considered by the Court that the said Church do recover against the said Graves five pounds Seven Shillings and Eight pence of lawful money damages and Cost of Court taxed at two pounds two Shillings and thereof &c. Execn. Dd. 5th. March 1773.—

Ident vs Graves No. 96

Moses Church of Springfield in the County of Hampshire yeoman Plt. vs. Simeon Graves of Palmer in said County yeoman Deft. in a plea of the Case for that the said Simeon on the ninth day of Octob^r A^o 1770 at Springfield aforesaid by his Note of that date for value rec^d promised the said Moses to pay him Seven pounds Sixteen Shillings and ten pence of lawful money by the first day of March then next with Interest (meaning lawful Interest) for the same till paid. Nevertheless the said Simeon tho that time is elapsed and tho often requested hath not paid the same Sum or the Interest of it but he neglects to do it to the damage of the said Moses fifteen pounds. The Plt. appears by Jonathan Bliss Esq. his Att^y and the said Simeon tho three times publickly called to come into Court doth not come but makes default of appearance here. —— Therefore it is considered by the Court that the said Moses do recover against the said Simeon Eight pounds Eighteen Shillings and Eleven pence of lawful money Damages and Cost of Suit taxed at two pounds one Shilling and four pence and thereof he may have his Execn. Dd. 5th. March 1773. —

Ferre vs Warriner No. 97

Rachel Ferre Junr of Wilbraham in the County of Hampshire Spinster Plt. vs. Benjamin Warriner of Wilbraham aforesaid yeoman Deft. in a plea of the Case for that the said Benjamin on the tenth day of February last past at Wilbraham aforesaid by his Note under his hand for value rec^d promised promised the said Rachel to pay

her five pounds Sixteen Shillings Lawful money by the first day of July then next and if not paid then to pay the Interest for the same after that time till paid. Yet the said Benjamin tho that time is elapsed and tho often requested hath not paid the same sum or the Interest of it but he neglects and refuses to do it to the damage of the said Rachel Nine pounds. the Pltf. appears by Jonathan Bliss Esq. her Att.y and the said Benjamin being three times publickly called to come into Court doth not appear but makes default of appearance here. Therefore it is Considered by the Court that the said Rachel do recover against the said Benjamin six pounds and three pence of Lawful money Damages and Cost of Court taxed at two pounds three shillings and six pence. And now the said Benjamin by John Worthington Esq. his Att.y comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of April next and the Recognizors with Sureties as the Law directs for the said Benjamin prosecuting his said Appeal with effect as by the said Recognizance on file appears.

Jonathan Dwight of Springfield in the County of Hampshire Trader Pltf. vs. Benjamin Mariner of Wilbraham in said County yeoman Deft. in a plea of the Case for that the said Benjamin on the fifth day of May last past at Springfield aforesaid by his Note under his hand for value received promised to pay unto Ezras Parsons or Order seven pounds nine shillings and eight pence lawful money on demand with Interest (meaning lawful Interest for the same) till paid. and the said Ezras there afterwards on the same day by his Indorsement on the same Note indorsed the Contents thereof then wholly due and unpaid to be paid to the said Jonathan value received of all which the said Benjamin there afterwards on the same day had Notice and thereby became liable to pay the same to the said Jonathan according to the tenor of said Note and being so liable he the said Benjamin in Consideration thereof then and there promised the said Jonathan to pay him the same sum with Interest thereof as aforesaid on demand. Yet the said Benjamin thoo often requested hath not paid the same sum or the Interest of it but he neglects to do it to the damage of the said Jonathan nine pounds. the Pltf. appears by Jonathan Bliss Esq. his Att.y and the said Benjamin being three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Benjamin seven pounds sixteen Shillings and four pence one farthing of Lawful money Damages and Cost of Suit taxed at two pounds two Shillings. after all which the said Benjamin by John Worthington Esq. his Att.y comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within-

Dwight vs Benjamin No 98

Dwight vs Warriner No 98 | within and for the County of Hampshire on the Easter Tuesday of April next and he Recognizes with Surelies as the Law directs for the said Benjamin to prosecuting said appeal with effect or by the Recognizance in Bill appears. —

Dwight vs Lammon No 99 | Jonathan Dwight of Springfield in the County of Hampshire Pltf vs. Moses Harmon of Palmer in said County yeoman Deft. in a plea of the Case for that the said Moses at said Springfield on the first day of Feb by Deppl by his Note for value rec'd promised the said Jonathan to pay him or Order four pounds thirteen Shillings and two farthings lawful money on demand with the lawful Interest for the same till paid yet the said Moses tho often requested hath not paid the same Sum or the Interest of it but he neglects it to the damage of the said Jonathan nine pounds. the Pltf. appears by Jonathan Bliss Esq. his Attr and the said Moses being three times publicly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Jonathan Recover against the said Moses five pounds four Shillings and five pence of lawful money Damages and Cost of Court taxed at two pounds one Shilling and thereof he may have his Execution. Execution 3d 27th Novemb. 1773.

Merrick vs Collens et al No 100 | Jonathan Merrick of Willbraham in the County of Hampshire yeoman Pltf. vs. Isaac Collen of Palmer in the County of Hampshire Gent. and a Deputy Sheriff under Solomon Saddard Esq. Sheriff of said County, and Joseph Sons of Springfield in said County yeoman Deft. in a plea of the Case for that the said Isaac and Joseph on the third day of April A.D. 1772 at Willbraham aforesaid by their note under their hands for value rec'd promised the said Jonathan to pay him twenty pounds of lawful money by the middle (meaning by the fifteenth day of June then next yet the said Isaac and Joseph tho that time is elapsed and tho often requested have not paid the same or any part of it nor has either of them done it but they neglect and refuse to do it to the damage of the said Jonathan thirty pounds. The Pltf. appears by Jonathan Bliss Esq. his Attr and the Defts by John Worthington Esq their Attr move for a Continuance of this action (with the Pltfs Consent,) and with agreement that the Defts will not appeal from the Judgment of next Term, and it is Considered that the said Parties have a day accordingly before the Lord the King here untill the third Tuesday of May next following said Second Tuesday of July aforesaid. —

Merrills vs Lamb No 101 | Daniel Merrills of Hartford in the County of Hartford and Colony of Connecticut yeoman Pltf. vs. Gad Lamb of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Gad on the

first day of August last past at said Springfield by his note under his hand for value rec'd promised the said Daniel to pay him twenty six pounds eighteen shillings and two pence lawful money on demand with lawful Interest for the same till paid. Yet the said Gad tho' often requested hath not paid the same Sum or the Interest of it but he neglects and refuses to do it to the damage of the said Daniel forty pounds. the Plt. appears by Jonathan Bliss Esq. his Att.y and the said Gad tho' three times publicly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Daniel do recover against the said Gad twenty seven pounds fifteen shillings and ten pence of lawful money Damages and Cost of Court taxed at two pounds nine shillings and Eight pence and thereof he may have his Execn. &c. is.: 5th. March 1773.

Charles Pynchon Physician, Joseph Lothrop Clerk and Elizabeth Dwight Widow all of Springfield in the County of Hampshire Plff.s vs. Samuel Morgan d. of Springfield aforesaid yeoman Deft. in a plea of the Case for that the said Samuel on the twelfth day of Febry A.D. 1771 at Springfield aforesaid by his Note under his hand for value rec'd promised the said Charles, Joseph, and Elizabeth to pay them or Order Eight pounds three shillings and one penny one farthing Lawful money on demand with Lawful Interest for the same till paid. Yet the said Samuel tho' often requested hath not paid the same Sum or the Interest of it but he neglects to do it to the damage of the said Charles Joseph and Elizabeth twelve pounds. the Plff.s appear by Jonathan Bliss Esq. their Att.y and the said Samuel tho' three times publicly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Charles, Joseph, and Elizabeth do recover against the said Samuel Nine pounds two shillings and nine pence one farthing of lawful money damages and Cost of Court taxed at Two pounds and eight pence and thereof they may have Execn. &c. is. 6th. April 1773. —

Pynchon & al vs Morgan. N.o 102

John Huston of Cumberland in the County of Cumberland and Province of Nova Scotia in North America Esq. Plt. vs. John Hayward of Brookfield in the County of Worcester yeoman Deft. in a plea of the Case for that the said Hayward at said Springfield on the twentieth day of May A.D. 1769 by his Note of that date for value rec'd promised said Huston to pay him or his Order three pounds nineteen shillings and seven pence in one Month after the date of said Note with lawful Interest for the same till paid. Yet said Hayward tho' often requested hath never paid the same but unjustly neglects it to the damage

Huston vs Hayward N.o 103

Huston vs Hayward No 103

damage of the said Huston Six pounds. the Plt. appears by John Worthington Esq. his Att. and the said Hayward tho three times Solemnly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Huston do recover against the said Hayward five pounds two Shillings and two pence of Lawful money Damages and Cost of Court taxed at three pounds Seven Shillings and Eight pence and thereof he may have Ex. Ex. issd. 1st March 1773. —

Worthington vs Davis No 104

John Worthington of Springfield in the County of Hampshire Esq. Plt. vs. Thustrum Davis of South Brimfield in said County Gent. Deft. in a plea that said Thustrum render to said John five pounds five Shillings and ten pence me farthing which to said John he owes and from him unjustly detains and wherein said John says that at the Inferiour Court of Common pleas holden at said Springfield within and for said County of Hampshire last Tuesday of August in the Eleventh year of his Majesty's Reign by the Consideration of the Justices of the said Court he recovered against s. Thustrum three pounds twelve Shillings and six pence one farthing lawful money for his Damages by him sustained by reason of the said Thustrum's not performing to him his promise before that time made him and one pound thirteen Shillings and four pence for Costs and Charges by him about his Suit in that behalf expended whereof said Thustrum is Convict as by the Record thereof in our said Remaining is manifest and appears which Judgment yet remains in full force and effect not satisfied nor reversed and altho the said John Worthington hath had out Execution on the Judgment aforesaid in form aforesaid recovered yet the Sums aforesaid have never been levied thereby but are yet remaining unpaid and the Return day of said Execution is long since past whereby Action by Law hath accrued to the said John to demand and have the Sums so recovered amounting together to the said Sum of five pounds five Shillings and ten pence one farthing yet the said Thustrum tho often requested hath never paid the same or any part thereof but unjustly refuses it to the damage of the said John three pounds. the Plt appears in his own proper person and the said Thustrum being three times publickly called to come into Court doth not come but makes Default of appearance here. ——
Therefore it is Considered by the Court that the said John Worthington recover against the said Thustrum Davis the Sum of five pounds fourteen Shillings and six pence one farthing of Lawful money Debt and Damages and Cost of Court taxed at two pounds four Shillings and nine pence and thereof he may have his Ex. — Ex. issd. 21st April 1773

James Merrick of Monson in the County of Hampshire yeoman Plt. vs. James Patrick of Springfield in the County aforesaid yeoman Deft. in a plea of the Case for that the said Patrick at Springfield aforesaid on the Seventh day of September A.D. 1768 by his Note in writing under his hand of that date for value received promised said Merrick to pay him ten pounds six shillings and five pence at or before the first day of may then next and if not paid by that time then lawful Interest for the same till paid. Yet the said Patrick tho often requested hath never paid the same but neglects it to the damage of the said Merrick twenty pounds. the Plt. appears by John Worthington Esq. his Attr. and the said Patrick tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Merrick do recover against the said Patrick twelve pounds thirteen shillings and six pence of lawful money Damages and Cost of Court taxed at two pounds four shillings and eight pence and thereof he may have his Ex.

Ex. is. 6th. April 1773.

Merick vs Patrick No. 105

Moses Rowe of Suffield in the County of Hampshire yeoman Plt. vs. Oliver Taylor of South Hadley in the County aforesaid yeoman Deft. in a plea of the Case for that the said Oliver at Springfield in said County on the seventh day of November last by his Note of that date for value received promised the said Moses to pay him Six pounds one shilling on demand with lawful Interest for the same till paid yet the said Oliver tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Moses ten pounds. — the Plt. appears by John Worthington Esq. his Attr. and the said Oliver tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Moses do recover against the said Oliver Six pounds three shillings and one penny lawful money Damages and Cost of Suit taxed at two pounds two shillings and two pence and thereof he may have his Execn. Execn. Is. 21st. May 1773. —

Rowe vs Taylor No. 106

Andrew Duncan Merchant and William Campbell Merchant both of Worcester in the County of Worcester Partners in Merchandizing and Jointly Negotiating and using commerce together as Partners Plts. vs. George Armstrong of Murrayfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said George at said Springfield on the Eighteenth day of January last past by his Note of that date for value received promised the Plts. to pay them or their Order Eleven pounds six shillings on demand with lawful Interest for the same till paid. Also for that the said George at said Springfield on the last day of the

Duncan & al vs Armstrong No. 107

Duncan et al
vs
Armstrong
N° 107

the same January in Consideration that the said Andrew and William the Pltfs had there before that time sold and delivered to the said George at his Special Instance and request Sundry Goods and Merchandizes according to the Schedule ~~hereto~~ annexed to the Writ. and there in Consideration thereof Assumed on himself and faithfully promised the Pltfs that whenever afterwards he should be thereto requested he would pay and Content them for the same Goods as much as the said Goods were reasonably worth at the time of the Sale and delivery thereof aforesaid and the Pltfs say that the same Goods at the time of the Sale and delivery thereof were well worth four pounds of which the said George there afterwards the same day had notice Yet the said George tho often requested hath never performed either of his said promises but unjustly neglects it to the damage of the said Andrew and William Twentain pounds. the Pltfs appear by John Worthington Esq. their Attr and the said George tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Andrew and William do recover against the said George sixteen pounds one Shilling and one Penny of lawful money Damages and Cost of Suit taxed at two pounds ten Shillings and Eight pence and thereof they may have their Execn.—

Burbanks
vs
Chapin et al
N° 108

Seth Burbanks of Suffield in the County of Hampshire yeoman Pltf. vs. Enoch Chapin Gent. and Joel Ely yeoman both of Springfield in said County Defts in a plea of the Case for that the said Enoch and Joel at said Springfield on the thirteenth day of August Anno Dom 1770 by their Note of that date for value received promised said Seth to pay him fourteen pounds five Shillings within two months from the date of said Note Yet said Enoch and Joel or either of them have not paid the same or any part thereof tho often requested but unjustly neglect it to the damage of the said Seth twenty pounds. the Pltf appears by John Worthington Esq. his Attr and the said Enoch and Joel tho three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is Considered by the Court that the said Seth do recover against the said Enoch and Joel fourteen pounds ten Shillings and Eight pence two farthings of lawful money Damages and Cost of Court taxed at two pounds five Shillings and thereof he may have his Execn. Ex. is. 6th April 1773.—

Worthington
vs
Patterson
N° 109

John Worthington of Springfield in the County of Hampshire Esq. Pltf. vs. Joseph Patterson of Ware in said County yeoman Deft. in a plea of the Case for that said Joseph at said Springfield on the Sixth day of July Anno 1771 by his note of that date for value received promised John Worthing-

ton the Plt. to pay him twelve pounds nine Shillings and nine pence one farthing on demand with lawful Interest for the same till paid. Also for that said Joseph at said Springfield on the tenth day of February A.D. 1772 by his other Note of that date for value received promised said John to pay him or Order Eighteen Shillings on demand with lawful Interest for the same till paid. Yet said Joseph tho often requested hath never paid either of said Sums or any part thereof but unjustly neglects it to the damage of the said John sixteen pounds. the Plt. appears in his own proper person and the D. Joseph tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Joseph fourteen pounds thirteen Shillings and three pence two farthings of lawful money Damages and Cost of Court taxed at two pounds one Shilling and four pence and thereof he may have his Execn. Ex. is. 21st May 1773.

To the Sheriff &c

Whereas on the Seventh day of July in the twelfth year of his Majesty's Reign before Elisha Porter Esq. one of the Justices of the peace for the County of Hampshire personally appeared Phinehas Hannum yeoman, Aaron Hannum yeoman, and Samuel Hannum jun.r yeoman all of Belchertown in said County and acknowledged themselves to be Indebted severally to our Sovereign Lord the King in the respective sums following viz. the said Phinehas in the sum of thirty pounds. and the said Aaron in the sum of fifteen pounds. and the said Samuel in the like sum of fifteen pounds, to be levied on their Goods or Chattles Lands or Tenements and in want thereof on their Bodies to the use of our Sovereign Lord the King his Heirs and Successors if Default should be made in the performance of the Condition of the same which was, that if the said Phinehas should personally appear before the Justices of the Court of General Sessions of the peace then next to be holden at Springfield within and for the County of Hampshire on the last Tuesday of August then next to answer to all such matters & things as should be objected against him on behalf of our Sovereign Lord the King and in particular to a complaint exhibited against him for feloniously stealing and taking away a mare of the price of nine pounds and of the Goods and Chattles of Moses Hannum of said Belchertown Contrary to the Law of this Province &c and should be of the Good behaviour in the mean time and should do and receive that which by the said Court should be then and there Injoined him and not depart without Licence then the s.d Recognizance to be void and of none effect otherwise to abide in full force power and virtue as by the Records of the said Recognizance which are brought into the Inferiour Court —

D.s Rex vs Hannum No. 110

D.s Rex. vs Hannum No. 110

Court of Common pleas for said County appears which Recognizance still remains in the said Court in full force no ways satisfied Silaide Cancelled or made void and whereas the said Phinehas did not appear before the said Justices of the said Court of General Sessions of the peace holden at Springfield on the last Tuesday of August to answer to the complaint aforesaid or at all to answer to any thing that might have been there objected against him on behalf of our Sovereign Lord the King but altho' he was there three times openly and solemnly called to come into said Court yet he did not come into said Court but willingly and wilfully neglected so to do and so the Sums aforesaid became due and forfeited to our Sovereign Lord the King yet have not been paid but still remain due & to be levied in manner aforesaid for the use of our Sovereign Lord the King who being willing to have the Sums aforesaid so duly speedily paid and satisfied as Justice requires Commands you that you make known to the said Aaron Hannum that he be before the Justices of the Inferiour Court of Common pleas next to be holden at Northampton within and for the County of Hampshire on the third Tuesday of Febry next to shew Cause if any he have why Execution ought not by them be Issued against him for the aforesaid Sum of fifteen pounds by him as aforesaid acknowledged to be owing of his Lands or Chattles and in want thereof on his body and to be Levied to the Use of our Sovereign Lord the King according to the form and effect of the Recognizance aforesaid and for the Cost of this Suit (if they shall think fit) and further to do and receive all and every thing which said Court shall then and there Consider Concerning him in this behalf &c. January Eighteenth 1773.—

John Worthington Esq. who for our Sovereign Lord the King in this behalf prosecutes now comes here. and the said Aaron tho three times Solemnly called to come into Court doth not come but makes default & appear any where.——

Therefore it is Considered by the Court that Executions of the said fifteen pounds be Issued against the said Aaron to be Levied of his Goods &c or of his Body according to the form of the Statute in this Case provided for the use of the County of Hampshire and to be brought into Court and also for Costs of this Suit taxed at two pounds and Eight pence.

Execon. iss. 11th October 1773.—

Isaac vs Hannum No. 111

To the Sheriff of the County of Hampshire his under Sheriff or Deputy.

Whereas on the Seventh day of July in the twelfth year of his Majesty's Reign before Elisha Porter Esq. one of his Majesty's Justices of the peace for said County personally appeared Phinehas Hannum yeoman, Aaron Hannum yeoman and Samuel Hannum junr. yeoman all of Belchertown in said County

and acknowledged themselves to be severally Indebted to our Sovereign Lord the King in the respective Sums following viz. the said Phinehas in the Sum of thirty pounds and the said Aaron in the Sum of fifteen pounds and the said Samuel in the like Sum of fifteen pounds to be Levied on their Goods or Chattles Lands or Tenements and in want thereof on their Bodies to the use of our Sovereign Lord the King his Heirs or Successors if Default should be made in the performance of the Condition of the same which was that if the said Phinehas should personally appear before the Court of General Sessions of the Peace then next to be holden at Springfield within and for the County of Hampshire on the Last Tuesday of August then next to answer to all such matters and things as should be objected against him in behalf of our Sovereign Lord the King and in particular to a Complaint exhibited against him for Feloniously Stealing and taking away a Mare of the price of nine pounds of the Goods and Chattles of Moses Hannum of said Northampton Contrary to the Law of this Province &c and should be of the good behaviour in the mean time and should do and receive that which by the said Court should be then and there Injoined him and not depart without License then the said Recognizance to be void and of none effect otherwise to abide in full force power and virtue as by the Records of the said Recognizance which are brought into the Inferiour Court of Common Pleas for said County appears which Recognizance still remains in said Court in full force no ways Satisfied set aside Cancelled or made void, and Whereas the said Phinehas did not appear before said Justices of said Court of General Sessions of the Peace holden at Springfield on the said Last Tuesday of August to answer to the Complaint aforesaid or at all to answer to any thing that might have been there objected against him on behalf of our Sovereign Lord the King but although he was there three times publickly and solemnly called to come into said Court yet he did not come into said Court but willingly and wilfully neglected so to do and so the Sums aforesaid became Due and forfeited to our Sovereign Lord the King yet have not been paid but still remain due and to be Levied in manner aforesaid for the use of our Sovereign Lord the King who being willing to have the Sums aforesaid so due Speedily paid and Satisfied as Justice requires Commanded the Sheriff that he make known to the said Phinehas that he be before the Justices of the Inferiour Court of Common Pleas next to be holden at Northampton within and for the County of Hampshire on the 4th Tuesday of Febry next to Shew Cause (if any he have) why Execution should not by them be Issued against him for the aforesaid Sum of thirty pounds by

D.s Rex vs Hannum No. 111

by him as aforesaid acknowledged to be made of his Lands or Chattels and in want thereof on his Body and to be levied to the use of our Sovereign Lord the King according to the form and effect of the Recognizance aforesaid and for the Cost of this Suit (if they shall think fit) and further to do and receive all and every thing which said Court shall then and there Consider Concerning him in this behalf &c January Eighteenth A.D. 1773.— John Worthington Esq who for our Sovereign Lord the King in this behalf prosecutes now comes here. and the said Phinehas has three times publickly called to come into Court doth not come but makes default of appearance here.—— Therefore it is Considered by the Court that Execution of the said thirty pounds be had against the said Phinehas to be levied on his Goods & or of his Body according to the form of the Statute in this Case provided, for the use of the County of Hampshire and to be brought into Court. and likewise for Costs taxed at two pounds and Eight pence.—

Excon. is. Octob.r 11th 1773.——

D.s Rex vs Hannum No. 112

To the Sheriff of the County of Hampshire his under Sheriff or Deputy Greeting.

Whereas on the Seventh day of July in the twelfth year of the Reign of our Sovereign Lord the King before Elisha Porter Esq. one of the Justices of the peace for said County personally appeared Phinehas Hannum yeoman, Aaron Hannum yeoman and Samuel Hannum jun.r yeoman all of Belchertown in said County and acknowledged themselves severally ~~bound~~ Indebted to our Sovereign Lord the King in the respective Sums following viz. the said Phinehas in the Sum of thirty pounds and the said Aaron in the Sum of fifteen pounds and the said Samuel in the like Sum of fifteen pounds and to be levied on their Goods or Chattles Lands or Tenements and in want thereof on their Bodies to the use of our Sovereign Lord the King his Heirs or Successors if Default should be made in the performance of the Conditions of the same which was— that if the said Phinehas should personally appear before the Justices of the Court of General Sessions of the peace then next to be holden at Springfield within and for the County of Hampshire on the last Tuesday of August then next to answer to all such matters and things as should be objected against him on behalf of our Sovereign Lord the King and in particular to a Complaint Exhibited against him for Feloniously stealing and taking away a Mare of the price of Nine pounds of the Goods and Chattles of Moses Hannum of said Belchertown Contrary to the Law of this Province &c and should be of the Good behaviour in the mean time and should do and receive that which by the Court should be then and there Enjoined him and not depart without License then the said Recognizance to be void and of none effect otherwise to abide in full force

power and Virtue as by the Records of the said Recognizance which are brought into the Inferiour Court of Common pleas for said County appears which Recognizance still remains in the said Court in full force nowise Satisfied set aside Cancelled or made void and whereas the said Phinehas did not appear before said Justices at said Court of General Sessions of the peace holden at Springfield on the said last Tuesday of August to answer to the Complaint aforesaid or at all to any thing that might have been there objected against him on behalf of our Sovereign Lord the King but although he was there three times publickly and solemnly called to come into the said Court ~~but~~ willingly and wilfully neglected so to do and so the sums aforesaid became due and forfeited to our Sovereign Lord the King yet have not been paid but still remain due and to be levied in manner aforesaid for the use of our Sovereign Lord the King whereupon being willing to have the sums aforesaid so due duely paid and Satisfied as Justice requires Command you that you make known to the said Samuel that he be before the Justices of the said Inferiour Court of Common pleas next to be holden at Northampton within and for said County of Hampshire on the Second Tuesday of February next to shew cause if any he have why Execution should not be issued against him for the aforesaid sum of fifteen pounds lawful money aforesaid acknowledged to be owed by his Land or Chattles and in want thereof on his body and to be levied to the use of our Sovereign Lord the King according to the form and effect of the Recognizance aforesaid and for the Costs of this Suit as to the Court shall think fit and further to do and receive all and every thing which the said Court shall then and there consider concerning him in this behalf &c. January thirteenth A.D. 1773.

John Worthington Esq. who for our Sovereign Lord the King in this behalf prosecutes now comes here. And the said Samuel thrice three times publickly called to come into Court doth not come but makes default of appearance here.

Therefore it is Considered by the Court that Execution of the said fifteen pounds be issued against the said Samuel to be levied of his Goods & or of his Body according to the form of the Statute in this Case provided for the use of the County of Hampshire and to be brought into Court, and also for the Cost of this Suit taxed at two pounds and eight pence. —

Execution Issued 11th Octobr. 1773.

To the Sheriff of the County of Hampshire his under Sheriff or Deputy Greeting!

D. Rex vs Hannum V. 113

Whereas on the seventh day of July in the twelfth year of his Majesty's Reign before Elisha Porter Esq. one of his Majesty's Justices of the peace for the said County of Hampshire personally appeared Phinehas Hannum yeoman Aaron Hannum yeoman and Samuel Hannum junr. yeoman all of Belcher town in said County and acknowledged themselves to be se-

Ds. Rex vs. Hannum No. 113

severally Indebted to our Sovereign Lord the King in the respective Sums following viz the said Phinehas in the sum of thirty pounds and the said Aaron in the Sum of fifteen pounds and the said Samuel in the like Sum of fifteen pounds to be levied on their Goods or Chattles Lands or tenements and in want thereof on their Bodies to the use of our Sovereign Lord the King his Heirs and Successors if default should be made in the performance of the Condition of the same which was that if the said Phinehas should personally appear before the Justices of the Court of General Sessions of the peace then next to be holden at Springfield within and for the County of Hampshire on the last Tuesday of August then next to answer to all such matters and things as should be objected against him in behalf of our Sovereign Lord the King and in particular to a Complaint Exhibited against him by Thaddeus Fairfield for Feloniously stealing and taking away a Cloak of the property of Stephen Fairfield and of the price of ten pounds Contrary to the Law of this Province and should be of the good behaviour in the mean time and should do and observe that which by the said Court should be then and there Enjoined him and not depart without Leave then the said Recognizance to be void and of none effect otherwise to abide in full force power and Virtue. As by the Record of the said Recognizance which is brought into the Inferiour Court of Common pleas for said County appears. which Recognizance yet remains in said Court in full force no way vacated set aside Cancelled or made void. and whereas the said Phinehas did not appear before the said Justices of the said Court of General Sessions of the peace holden at Springfield on the last Tuesday of August to answer to the Complaint aforesaid or at all to any thing that might have been there objected against him on behalf of our Sovereign Lord the King but altho he was there three times Publickly and Solemnly called to come into the said Court Yet he did not come into the said Court but willingly and wilfully neglected so to do and so the Sums aforesaid became forfeited and due to our Sovereign Lord the King yet have not been paid but still remain Due and to be levied in manner aforesaid for the use of our Sovereign Lord the King who being willing to have the Sums aforesaid so due speedily paid and Satisfied as Justice requires. Command you that you make known to the said Aaron Hannum that he be before the Justices of the Inferiour Court of Common pleas next to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of February next to shew Cause if any he has why Execution

should not by them be is? against him for the aforesaid sum of fifteen pounds by him as aforesaid acknowledged to be made of his Lands or Ghattles and in want thereof on his Body and to be levied to the use of our Sovereign Lord the King aforesaid and for the Cost of this Suit (if they shall think fit) and further to do and receive all and every thing which the said Court shall then and there Award concerning him in this behalf &c January 1st A D 1773.

John Worthington Esq. who for our Sovereign Lord the King in this behalf prosecutes now comes here and the said Aaron tho three times publickly called to come into Court doth not come but makes default of appearance here.— Therefore it is Considered by the Court that Execution for the said fifteen pounds be Issued against the said Aaron to be levied of his Goods &c or of his Body according to the form of the Statute in this case provided for the use of the County of Hampshire to be brought in to Court and also for Costs taxed at two pounds and eight pence. Exon: Ds? 11th October 1773.

Ds. Rex vs Hannum No. 114

To the Sheriff of the County of Hampshire his under Sheriff or Deputy Greeting.

Whereas on the Seventh day of July in the twelfth year of his Majesty's Reign before Elisha Porter Esq. one of his Majesty's Justices of the peace for said County personally appeared Shimshai Hannum yeoman Aaron Hannum yeoman and Samuel Hannum jun? yeoman all of Belcherstown in said County and acknowledged themselves to be severally Indebted to our Sovereign Lord the King in the respective sums following viz. the said Shimshai in the sum of thirty pounds and the said Aaron in the sum of fifteen pounds and the said Samuel in the like sum of fifteen pounds to be Levied on their Goods or Ghattles Lands or Tenements and in want thereof on their Bodies to the use of our Sovereign Lord the King his Heirs and Successors if Default should be made in the performance of the Condition of the same which was that if the said Shimshai should personally appear before the Justices of the Court of General Sessions of the peace then next to be holden at Springfield within and for the County of Hampshire on the last Tuesday of August then next to answer to all such matters and things as should be objected against him on behalf of our Sovereign Lord the King and in particular to a Complaint Exhibited against him by Thaddeus Fairfield for Feloniously stealing and taking away a Mare of the property of Stephen Fairfield and of the price of ten pounds Contrary to the Law of this Province and should be of the good behaviour in the mean time and should do and receive that which by the said Court should be then and there Injoined him and not Depart without Leave then the Recognizance to be void and

Ds. Rex
vs
Hannum
No. 114

and of none effect otherwise to abide in full force power and virtue as by the Records of the said Recognizance which are brought into the Inferiour Court of Common Pleas for said County appears which Recognizance still remains in the said Court in full force no way satisfied Released Vacated or made void and whereas the said Phinehas did not appear before the said Justices of the said Court of General Sessions of the peace holden at Springfield on the last Tuesday of August to answer to the Complaint aforesaid or al all to any thing that might have been there objected against him on the behalf of our Sovereign Lord the King but altho he was there three times publickly and Solemnly called to come into the said Court yet he did not come into the said Court but Wittingly and Willfully neglected so to do and so the Sums aforesaid became forfeited and due to our Sovereign Lord the King yet have not been paid but still remain due and to be levied in manner aforesaid to the use of our Sovereign Lord the King who being Willing to have the same speedily so due speedily paid and satisfied as Justice requires Commands you that you make known to the said Phinehas Hannum that he be before the Justices of the Inferiour Court of Common Pleas next to be holden at Northampton within and for the County of Hampshire on the second Tuesday of Febry. next to shew Cause (if any he has) why Execution should not by them be Issued against him for the aforesaid Sum of thirty pounds by him as aforesaid acknowledged to be in debt of his Lands or Chattles and in want thereof on his body and to be Levied to the use of our Sovereign Lord the King according to the form form and effect of the Recognizance aforesaid and for the Cost of this Suit (if they shall think fit) and further to do and receive all and every thing Which the said Court shall then and there Consider concerning him in this behalf, and have you there this Writ the second day of January A. 1773.

John Worthington Esq. who for our Sovereign Lord the King in this behalf prosecutes now Comes here, and the said Phinehas tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that Execution for the said Sum of thirty pounds be Issued against the said Phinehas to be Levied of his Goods &c or of his Body according to the form of the Statute in this Case provided for the use of the County of Hampshire & and for the Cost of this Suit taxed at two pounds and Eight pence

Execution Issued October 11th 1773.

Edwards
vs
Hannum
No. 115

To the Sheriff of the County of Hampshire his under Sheriff or Deputy Greeting.

Whereas on the twenty-sixth day of July in the twelfth year of his Majesty's Reign before Elisha Porter Esq. one of his Majesty's Justices of the peace for said County personally appeared Phinehas Hannum yeoman Aaron Hannum yeoman and Samuel Hannum 2nd yeoman all of Belchertown in said County and

Acknowledged themselves to be Severally Indebted to our Sovereign Lord the King in the respective Sums following viz. the said Phinehas in the Sum of thirty pounds and the said Aaron in the Sum of fifteen pounds and the said Samuel in the like Sum of fifteen pounds to be Levied on their Goods or Chattles Lands or Tenements and in want thereof on their Bodies to the use of our Sovereign Lord the King his Heirs or Successors if default should be made in the performance of the Condition of the same which was that if the said Phinehas should personally appear before the Justices of the Court of General Sessions of the peace then next to be holden at Springfield within and for the County of Hampshire on the last Tuesday of August then next to answer to all such matters and things as should be objected against him on behalf of our Sovereign Lord the King and in particular to a Complaint Exhibited against him by Thaddeus Fairfield for Felonisously stealing and taking away a Mare of the property of Stephen Fairfield and of the price of ten pounds Contrary to the Law of this Province and should be of the good behaviour in the mean time and should do and receive that which by the said Court should be then and there Injoined him and not depart without Leave then the said Recognizance to be void and of none effect otherwise to abide in full force power and Virtue as by the Records of said Recognizance which are brought into the Inferiour Court of Common pleas for said County appears, which Recognizance still remains in the said Court in full force noway Satisfied set aside Cancelled or made void. and whereas the said Phinehas did not appear before the said Justices at s.d Court of General Sessions of the peace holden at Springfield on the said last Tuesday of August to answer to the Complaint aforesaid or at all to any thing that might have been there objected against him on behalf of our Sovereign Lord the King but altho he was three times publickly and Solemnly called to come into the said Court yet he did not come into the said Court but willingly and wilfully neglected so to do and so the Sums aforesaid became forfeited and due to our Sovereign Lord the King. yet have not been paid but still remain due and to be Levied in manner aforesaid for the use of our Sovereign Lord the King Who being willing to have the Sums aforesaid so due Speedily paid and Satisfied as Justice requires. Commands you that you make known to the said Samuel Hannum jun.r that he be before the Justices of the Inferiour Court of Common pleas next to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of February next to shew Cause if any he have why Execution should not be Issued by them against him for the aforesaid Sum of

Ds. Rex vs Hannum No. 115

of fifteen pounds by him as aforesaid acknowledged to be in debt of his Lands and Chattles and in want thereof on his Body and to be Levied to the use of our Sovereign Lord the King according to the force form and effect of the Recognizance aforesaid and for the Costs of this suit if they shall think fit) & further to do and receive all and every thing which the said Court shall then and there consider concerning him in this behalf &c January first day 1773. ——

John Worthington Esq. who for our Sovereign Lord the King in this behalf prosecutes now comes here and the said Samuel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said fifteen pounds be Levied against the said Samuel to be Levied of his Goods &c or of his Body according to the force of the Statute in this Case provided, for the use of the County of Hampshire, to be brought into Court, and also for Costs taxed at two pounds and eight pence. —

Exon. 5s. 11th Octob. 1773. —

Bagg vs Partridge No. 116

Moses Bagg late of Springfield in the County of Hampshire yeoman Plt. vs. Jamed Patrick of Springfield aforesaid yeoman Deft. in a plea of the Case for that said James at said Springfield on the nineteenth day of February 1772 by his note of that date for value received promised said Moses to pay him two pounds two Shillings and two pence on demand with Interest for the same till paid, Yet said James tho often requested hath never paid the same or any part thereof but wholly and unjustly neglects it to the damage of the said Moses four pounds. the Plt. appears by Robt Worthington Esq. his Attr. and the said James tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Moses do recover against the said James two pounds five Shillings and ten pence of lawful money Damages and Cost of Suit taxed at two pound one Shilling and Eight pence and thereof &c Exon. is. 6th April 1773.

Leonard vs Williston No. 117

Benjamin Leonard Junr. of Springfield in the County of Hampshire yeoman Plt. vs. Nathaniel Williston of Springfield aforesaid yeoman Deft. in a plea of the Case for that the D. Nathaniel at said Springfield on the thirteenth day of August 1769 by his Note of that date for value received promised said Benjn. to pay him Six pounds three Shillings and four pence on demand with Interest till paid Yet the said Nathaniel tho often requested hath never paid the same but neglects it to the damage of the said Benjamin nine pounds. the Plt. appears by Robt Worthington Esq. his Attr. and the said Nathaniel being three times publickly called makes default of appearance here. — Therefore it is Considered by the Court that the said Benjamin do recover against the said Nathaniel three pounds nine Shillings and Eight pence lawful money Damages and Cost of Suit taxed at one pound nineteen Shillings and six pence and thereof &c. Ex. is. 6th April 1773.

Daniel Old of Hartwood in the County of Berkshire yeoman Plt. vs. Bildad Fowler of Westfield in the County of Hampshire yeoman Deft in a plea of the case for that the said Bildad at said Westfield on the twelfth day of April Anno 65 by his note of that date for value recived promised said Daniel to pay him Ninety pounds ten shillings in good money & ligations on Interest at or before the twelfth day of May then next ensuing that he would at or before said twelfth day of May then and there assign and transfer to said Daniel good Obligations or Securities for money payable with Interest on good responsible men for the said sum of Ninety pounds ten Shillings to be paid to said Daniel yet the said Bildad tho often requested hath never paid the same or made such Assignment or transfer or any way performed his said promised. — Also for that said Bildad at Westfield on the same twelfth day of April Anno 65 being justly indebted to said Daniel in another sum of thirty pounds ten Shillings for sundry money by him the said Bildad there before recivd to the use of the said Daniel he the said Bildad in consideration thereof then and there promised said Daniel to pay him the same on demand Yet said Bildad tho often requested hath never paid the same or any part thereof nor has he ever fulfilled either of his said promises but unjustly neglects it to the damage of the said Daniel two hundred pounds. the Plt appears by John Worthington Esq. his Attr. and the said Bildad by Samuel Fowler Gent. his Attr. comes here and moves for a Continuance of this Action. and the Plts said Attr. not objecting it is Considered that the said parties have a day before the Lord the King here until the third Sunday of May next following said Court Sunday of Glory aforesaid.

Old vs Fowler N. 110

To the Sheriff of the County of Hampshire this enter Sheriffs &c.

Whereas on the twenty fifth day of September in the twelfth year of his Majesty's Reign before Moses Bliss Esq. one of his Majesty's Justices of the peace for said County personally appeared Barnabas Evans of Ware in said County yeoman Jonathan Bardwell of Belcher town in the same County yeoman and Samuel Billings of Hardwick in the County of Worcester yeoman and acknowledged themselves to be severally indebted to our Sovereign Lord the King in the respective sums following viz, the said Barnabas in the sum of twenty pounds and the said Jonathan in the sum of ten pounds and the said Samuel in a like sum of ten pounds to be levied on their Goods or Chattles Lands & tenements and in default thereof on their Bodies to the use of our Sovereign Lord the King his Heirs and Succrs. if default should be made in the performance of the Condition of the same which was that if the said Barnabas Evans should make his personal Appearance before the Justices of the Court of

D. Rex vs Bardwell N. 119

Ds Rex. vs. Bardwell No. 1167

of General Sessions of the peace then next to be holden at Northampton within and for the County of Hampshire on the second Tuesday of November then next to answer to such matters and things as should be objected against him in behalf of our Sovereign Lord the King and should keep the peace and be of the good behaviour towards all his Majesty's Liege Subjects and should do and receive that which by the Court should be then and there enjoined him and not depart without License, then the said Recognizance to be void otherwise to abide in full force and Virtue, as by the Record of the said Recognizance which is brought into Court the Inferiour Court of Common pleas for said County of Hampshire appears which Recognizance still remains in the said Court in full force no way satisfied, set aside Cancelled or made void and whereas the said Barnabas Evans did not appear before the said Justices of the said Court of General Sessions of the peace holden at said Northampton on the said Second Tuesday of November to answer to any thing that might have been there objected against him on behalf of our Sovereign Lord the King but although he was at the same Court three times publickly and solemnly called to come into said Court yet he did not come into said Court but wilfully and wilfully neglected so to do and so the sums aforesaid became forfeited and due to our Sovereign Lord the King. Yet have not been paid but still remain due and to be Levied in manner aforesaid for the use of our Sovereign Lord the King Who being willing to have the sums aforesaid so duly & speedily paid and satisfied as Justice requires, Commands you that you make known to the said Jonathan Bardwell that he be before the Justices of the said Inferiour Court of Common pleas next to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of Feb.y next to shew Cause (if any he has) why Execution should not by them be Issued against him for the aforesaid sums of Money by him as aforesaid acknowledged, to be made of his Lands or Chattles and to be Levied to the use aforesaid according to the form form and effect of the Recognizance aforesaid and for the Costs of this Suit (if they shall see fit) and further to do and receive all and every thing which the said Court shall then and there Consider concerning him in this behalf and have you there &c January 1st 1793.—

John Worthington Esq. who for our Sovereign Lord the King in this behalf prosecutes now comes here. and the said Jonathan by Simeon Strong Esq. his Att.y comes here and moves that this Action may be Continued, and the said Att.y Consenting it is Considered by the Court that the said Parties have a further day before the Lord the King here until the third Tuesday of May next following said Court Tuesday of Feb.y aforesaid.

Lemuel Coleman of Southampton in the County of Hampshire yeoman Plt. vs. Abijah Wait of Northampton in said County yeoman Deft. in a plea of the Case for that the said Abijah at Northampton aforesaid on the eighth day of May last past by his Note of hand for value received promised the said Lemuel to pay him the Sum of six pounds lawful money meaning to pay him the said Sum of six pounds on demand with lawful Interest till paid. and also for that the said Abijah on the eighth day of May last past by his other Note of hand for value received promised the said Lemuel to pay him the Sum of two pounds and seventeen Shillings lawful money on or before the first day of June then next with lawful Interest for the same Sum till paid and also for that the said Abijah at Northampton aforesd. on the Eleventh day of November last past by his other Note of that date for value received promised the said Lemuel to pay him the Sum of nine Shillings and four pence lawful meaning to pay the same Sums of lawful money on demand with Interest till paid yet the said Abijah tho often thereto requested hath never paid the Contents of either of the said Notes to the sd. Plaintiff or any part of either of them but unjustly neglects and refuses to do it to the damage of the said Lemuel fourteen pounds. the Plt. appears by Caleb Strong junr Esqr. his Attt. and the said Abijah being three times publickly called doth not come but makes default of appearance here — Therefore it is considered by the Court that the said Lemuel do recover against the said Abijah nine pounds fourteen Shillings and eight pence of lawful money damages and Cost of Court taxed at one pound thirteen Shillings and ten pence and thereof he may have his Execn. — Execn. Is. 25th March 1773 —

Coleman vs Wait No. 120

Ebenezer Hunt of Northampton in the County of Hampshire Gent. Plt. vs. Reuben Taylor of Southhadley in said County yeoman Deft. in a plea of the Case for that the said Reuben at Northampton aforesaid on the second day of July Dy. of by his Note of hand of that date for value received promised the said Ebenezer to pay him or order the Sum of twenty seven Shillings lawful money on demand with the Interest till paid Yet the said Reuben tho often thereto requested hath never paid the Contents of the said Note to the said Ebenezer or any part thereof but unjustly ought to do it to the damage of the said Ebenezer five pounds. the Plt. appears by Caleb Strong junr. Esqr his Attt. and the said Reuben tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Ebenezer do recover against the said Reuben two pounds two Shillings and six pence of lawful money damages and Cost of Court taxed at one pound thirteen Shillings and two pence and thereof he may have his Execn. — Execn. Is. 30th June 1773. —

Hunt vs Taylor No. 121

Wright vs Buck N.122

Asa Wright of Northampton in the County of Hampshire yeoman Plt. vs. John Buck of Worthington in said County yeoman Deft. in a plea of the Case for that the said John at Northampton aforesaid on the twenty fifth day of May D.1771 by his Note of that date for value recived promised the said Asa to pay him the Sum of two pounds and fifteen Shillings at or before the twenty fifth day of August next and Interest from the said time of payment till paid. Yet the said John tho often requested hath never paid the Contents of the said Note to the said Asa or any part thereof but unjustly neglects to do it to the damage of the said Asa Six pounds. the Plt. appears by Caleb Strong Junr. Gent. his Atty. and the said John tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefor it is Considered by the Court that the said Asa do recover against the said John two pounds Seven Shillings and Seven pence two farthings of Lawful money Damages and Cost of Court taxed at One pound fifteen Shillings and thereof he may have his Execn. — Execn. issd.

Lyman vs Farr N.123

Abner Lyman of Northampton in the County of Hampshire yeoman Plt. vs. Simeon Farr of a place called Number five in said County yeoman Deft. in a plea of the Case for that the said Simeon at Northampton aforesaid on the twelfth day of February D.1772 by his Note of hand of that date for value recived promised the said Abner to pay him the Sum of four pounds Eighteen Shillings and four pence Lawful money (meaning to pay him the same Sum on demand) with the lawful Interest till paid yet the said Simeon tho often requested hath not paid the Contents of the said Note to the said Abner or any part thereof but unjustly neglects to do it to the damage of the said Abner Seven pounds. — the Plt. appears by Caleb Strong Junr. Gent. his Atty. and the said Simeon tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Abner do recover against the said Simeon five pounds four Shillings and four pence of lawful money Damages & Cost of Suit taxed at One pound fifteen Shillings and thereof he may have his Execn. — Execn. issd. 25th July 1773 —

May vs Merill N.121

Ezra May of Chesterfield in the County of Hampshire yeoman Plt. vs. Asa Merill of Conway in the County aforesaid yeoman Deft. in a plea of the Case for that the said Asa at Chesterfield aforesaid on the twentieth day of October D.1769 by his Note of hand of that date for value recived promised the said Ezra to pay him fifty Shillings lawful money or in Labour at thirty shillings by the month for a man in the time between the first day of May then next and the last day of September then next (meaning that the said Asa would

pay to the said Ezra fifty Shillings in money by the last day of September D.1770 with the Interest for the same sum from that time till paid or otherwise make to pay him fifty Shillings worth of Labour at the Rate of thirty Shillings by the month between the first day of May D.1770 and the last day of September of the same year Yet the said Asa thereon requested hath not paid the said Sum of fifty Shillings in money or Labour or any part thereof altho the said Ezra has been always ready to receive the same in Labour since the 2d. twentieth of October but unjustly neglects to do it to the damage of the said Ezra six pounds. the Plt. appears by Caleb Strong Jun.r Gent. his Atty. and the said Asa tho three times publickly called to come into Court doth not come but makes default of appearance here.

Therefore it is Considered by the Court that the said Ezra do recover against the said Asa two pounds ten Shillings lawful money Damages and Cost of Suit taxed at one pound seventeen Shillings and eight pence and thereof he may have his Execution. Execution. D.d 19th Novemb.r 1773.

Jonathan Cunningham of a place called Number five in the County of Hampshire yeoman. Plt. vs. Benjamin Tupper of Chesterfield in said County yeoman Deft. in a plea of the Case for that the said Benjamin at Chesterfield aforesaid on the fifteenth day of May A.D.1772 by his Note of hand of that date for value recived promised the said Jonathan to pay him or his Order twelve pounds lawful money by the twenty fifth day of December then next with Interest for the same sum till paid. Yet the said Benjamin tho often requested hath not paid the contents of the said Note to the said Jonathan or any part thereof but unjustly neglects to do it to the damage of the said Jonathan sixteen pounds. the Plt. appears by Caleb Strong Jun.r Gent. his Atty. and the said Benjamin tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Benjamin twelve pounds ten Shillings and ten pence of lawful money Damages and Cost of Court taxed at one pound sixteen Shillings ten pence and thereof he may have his Ex.

Cunningham vs Tupper N.o 125

Elisha Cranson of Ashfield in the County of Hampshire yeoman Plt. vs. Abel Mariman of Conway in said County yeoman Deft. in a plea of the Case for that the said Abel at Northampton aforesaid on the thirteenth day of August last past by his Note of hand of that date for value recived promised the said Elisha to him or Order five pounds ten Shillings lawful money in three months from the date of said Note and Interest for the same sum after the time of payment till paid. and also for that the said Abel at Northampton aforesaid on the thirteenth day of August last past by his other Note of that date for value recived promised the

Cranson vs Mariman N.o 126

Cranson vs Marsman No. 126

the said Elisha to pay him or Order another Sum of five pounds and ten Shillings lawful money in forty Months from the date of the said Note and Interest after the said time of payment till paid Yet the said Abel tho often requested hath not paid the Contents of either of the said Notes to the said Elisha or any part thereof but unjustly refuseth to do it to the damage of the said Elisha fourteen pounds. the Plt. appears by Caleb Strong jun. Esqr his Attr. and the said Abel tho three times publickly called to come into Court doth not come but makes default of appearance here - Therefore it is Considered by the Court that the said Elisha do recover against the said Abel Eleven pounds two Shillings and nine pence of lawful money damages and Cost of Suit taxed at two pounds and eight pence and thereof he may have his Execution. Ea. is. 25th. March 1773. -

---

Pomeroy vs Frary No. 127

Josiah Pomeroy of Hatfield in the County of Hampshire Physician Plt. vs. Moses Frary of Ashfield in said County yeoman Deft. in a plea of Trespass on the Case for that whereas the said Moses on the thirtieth day of March last past by his note for value recived promised the said Josiah to pay him or Order the Sum of four pounds Seven Shillings and five pence lawful money on demand with Interest (remaining the lawful Interest thereof) till paid. Yet the said Moses hath not paid the Contents of said Note or any part thereof altho he hath been by the said Josiah often requested thereto but hath hitherto unjustly refused and still refuses to do it to the damage of the said Josiah Eight pounds. the Plt appears by Caleb Strong Junr. Esqr. his Attr. and the said Moses tho three times publickly called to come into Court doth not come but makes default of appearance here. ——— Therefore it is Considered by the Court that the said Josiah do recover against the said Moses four pounds Eleven Shillings and Eleven pence two farthings of Lawful money Damages and Cost of Court taxed at One pound Seventeen Shillings and four pence. and thereof he may have Execution.

Pomeroy vs Pellingell No. 128

Daniel Pomeroy of Northampton in the County of Hampshire yeoman Plt. vs. Samuel Pellingell of Worthington in said County yeoman Deft. in a plea of Trespass on the Case for that whereas the said Samuel at Worthington aforesd. on the eighth day of August last past by his Note of hand of that date for value recived promised the said Daniel to pay him or Order the Sum of twenty one pounds sixteen Shillings and two pence lawful money on demand with lawful Interest for the same till paid. Yet the said Samuel tho often requested hath never paid the Contents of the Note aforesaid to the said Daniel or any part thereof but unjustly refuseth to do it to the damage of the said Daniel thirty pounds. the Plt. appears by Caleb Strong Junr. Esqr. his Attr. and the said Samuel tho three times publickly called to

to come into Court doth not come but makes default of appearance her. Therefor it is Considerd by the Court that the said Daniel do recover against the said Samuel twenty two pounds nine Shillings and ten pence of lawful money Damages and Cost of Court taxed at five pounds fourteen Shillings and four pence and thereof &c. Cour. to. 30th June 1778.

Joel White of Bolton in the County of Hartford and Colony of Connecticut Esq. Pltf. vs. John Thurwin late of Sheffield in the County of Hampshire yeoman Defft. in a plea of the Case for that said John at a place called Bolton in said Northampton on the twenty first day of August D 1775 by his note under his hand of that date for value recd promised the said Joel to pay him three pounds Eleven Shillings and five pence money on demand and lawful Interest till paid, yet said John tho often thereto requested hath never paid said Sum or Interest or any penny thereof to the Pltf. but unjustly neglects it to the damage of the said Joel six pounds. the Pltf. appears by Justin Ely Gent. his Attr. and the said John tho thrice times publickly called to come into Court doth not come but makes default & appear. and here. — Therefore it is Considered by the Court that the said Joel do recover against the said John four pounds six Shillings and three pence of lawful money Damages and Cost of Court taxed at two pounds twelve Shillings and four pence and thereof &c. Cour. to. 1st March 1778

White vs Thurwin No. 129

John Thomas of Hartford in the County of Hartford and Colony of Connecticut yeoman Pltf. vs. David Noble of Pittsfield in the County of Berkshire Gent. Defft. in a plea of the Case for that said David at said Northampton on the fourteenth day of Feb.y A.D. 1771 by his Note of that date for value received promised the said John to pay him or order nine pounds eighteen Shillings lawful money in one month after the date of said Note which time of payment is past. Also for that said David at a place called Hartford in said Northampton on the seventh day of March A.D. 1771 by one other note of that date for value then received promised the said John to pay him or order the sum of six pounds lawful money at or before the first day of June then next with Interest after time of payment untill said which time of payment is past. — also for that said David the same seventh day of March at said Northampton was Indebted to the said John in the further Sum of thirteen Shillings and eight pence lawful money for the like sum of money by him the said David there before that time had and received to the use of the said John and being so Indebted in Consideration thereof said David then and there promised the said John to pay him the last mentioned Sum on demand. Yet said David tho often thereto requested hath never paid either of said Sums to the Pltf. but he hitherto hath and still doth neglect

Thomas vs Noble No. 130

Thomas vs Noble No. 130

ruglut and refuse to do it to the damage of the said John twenty pounds. the Plt. appears by Justus Ely Gent his all.t and the said David tho three times publicly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said David twenty pounds twelve shillings and eleven pence of lawful money damages and cost of Court taxed at two pounds thirteen shillings and four pence and that he may have his Exion. Exion. is.d 5.t March 1773.—

Bull vs Leonard No. 131

David Bull of Hartford in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Elijah Leonard of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Elijah on the twenty fifth day of January. D 1773 at Springfield aforesaid being indebted to the said David in the sum of four pounds and nine pence lawful money to balance Acct. according to the Account annexed to the Writ he the said Elijah then and there in Consideration thereof promised the said David to pay him the same on demand. Also for that whereas the said Elijah there afterwards on the same day in Consideration that the said David had then before that time at the special instance and request of the said Elijah delivered to the said Elijah divers other Goods and Merchandizes then and there in the Account aforesaid mentioned and before mentioned assumed on himself and then and there promised the said David to pay him so much money therefor as the same Goods and Merchandizes were at the time of the sale and delivery thereof reasonably worth. on demand, and the said David in fact saith that the same Goods and Merchandizes were at the time of the sale and delivery thereof reasonably worth another sum of four pounds eighteen Shillings and nine pence like money viz. at Springfield aforesaid of all which the said Elijah then and there had notice yet the said Elijah tho often requested hath not paid the several Sums aforesaid or either of them but he neglects and refuses to do it to the damage of the said David seven pounds. — the Plt appears by Jonathan Bliss Esq. his all.t and the said Elijah being three times publicly called to come into Court doth not come but makes default of appearance here — Therefore it is Considered by the Court that the said David do recover against the said Elijah four pounds and nine pence of lawful money Damages and Cost of Court taxed at two pounds nine Shillings and eight pence, and thereof &c. Exon. is. 5.th March 1773.

King vs Hitchcock No. 132

William King of Suffield in the County of Hampshire Gent. Plt. vs. Stephen Hitchcock of Granville in said County yeoman Deft. in a plea of the Case for that said Stephen at Springfield in the same County on the twenty seventh day of June D 1771 by his note in writing under his hand of that date for value received promised said William to pay him or his order nineteen pounds three Shillings and two pence on demand with lawful Interest for the same till paid. Yet said Stephen tho often requested hath never paid the same or any part thereof but unjustly neglects to do it to the damage of the said William thirty pounds. the Plt. appears by Solon Worthington Esq. his all.t and the said Stephen being three times publicly called to

come into Court doth not come but makes default of appearance here
Therefore it is Considered by the Court that the said William do
recover against the said Stephen twenty one pounds and ten pence
of lawfull money Damages and Cost of Court taxed at two pounds
five shillings and six pence and thereof he may have his Ex.
Exon. Sfs. 21st. May 1773.

Simon Stone Junr. of Greenwich in the County of Hampshire
yeoman Plt. vs. John M.Glain of Pelham in said County yeo- } Stone
man Deft. in a plea of the Case whereon the said Simon Com- } vs.
plains that whereas on the tenth day of August. Dom. 1772 at Simon } M.Glain
with aforesaid a certain discourse arose between the said Simon } No 193
and the said John about the said Simons Horse which was
worth fourteen pounds, and about the said Simon selling the
said Horse to one Seth Chapin of whose Estate and Ability the
John was wholly Ignorant, and about the said Simons trusting
and giving Credit to the said Seth Chapin for the price and va
lue of the same Horse, he the said John then and there well know
ing the said Seth Chapin to be a person of no ability, to have
no Estate real or personal and to be unable to pay any Sum
of money whatever, in order thereby to avail himself of a large
Sum of money and with Intent to cheive and defraud the said
Simon, and to induce him to sell his said Horse to the said
Seth Chapin and to trust the said Seth Chapin and give him
Credit for the whole value of the same Horse did to the said
Simon falsely and deceitfully affirm that the said Seth Chapin
was a person of good ability, that he the said John had sold
a horse to the said Seth Chapin about three weeks before
that time, for which Horse the said Seth Chapin was not by
agreement obliged to pay him untill the end of three months
from the time of the same Sale, and that the said Seth Cha
pin had been to him (the John) on that same day when the
discourse was had, and paid him every Cogger that was due
to said John for the same Horse; that the said Chapin had
lately sold a drove of Horses to good advantage, and made
out well by them and had then money enough (to wit at
the time of said affirmation) to pay for said Simons Horse, that
the said Seth Chapin had then a farm in Conway in the same
County worth two hundred pounds (two hundred and
hundred and sixty pounds lawful money) and that he the said
John within he had another Horse to let him the said Seth Cha
pin have, and if he had another Horse to sell he would let
the said Seth Chapin have him in a minute and that he would
not be afraid to trust him. And the said Simon in fact says
that at the time of the said affirmation, and long before and
ever since the said Seth Chapin was a person of no Ability or
Estate, and was never able to pay any Sum of money, that he
never paid the said John for any Horse, that he never had any
money, nor any farm in said Conway or any other place
all which the said John at the time of making the said
affirmation well knew, and that he the said Simon giving
Credit to and being induced by the said false affirmation of
the said John did there to wit at said Greenwich on the same day
and year sell his said Horse to the said Seth Chapin for the sum

Howe vs Mc Clam No 133

Sum of fourteen pounds trusting and giving Credit to the said Eth Chapin for the future payment thereof, by means whereof the said Simon has wholly lost this said Note and the whole value thereof and could never obtain the purchase money of the same Note or any part thereof by reason of the said Eth Chapins utter Inability to pay the same although ing thereof: all which is to the damage of the said Simon twenty pounds. the Plt. appears by John Worthington and Joseph Hawley Esqrs his Attys and the said Simon Howe Plt. by Simon Strong Esq. and Caleb Strong Junr Esq. his Attys. comes here and defends &c. and says that he is not Guilty in manner and form as the Plt in his Declaration against him hath alledged and thereof puts himself on the Country, and the Plt likewise. Thereupon the Jurors of the Jury agreable to the form and effect of the Statutes in this Case of late and provided now at this time returned and impanelled, being demanded likewise come, who to say the truth concerning the premises being duly sworn declare upon their Oaths that the said John McClam is Guilty &c and assess Damages to Eleven pounds. Therefore it is Considered that the said Simon do recover against the said John Eleven pounds of lawful money Damages and Costs and the said John by Simon Strong Esq his Atty appeals Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~fourth~~ last Tuesday of April next and he Recognizes with Sureties as the Law directs for the said John's prosecuting said Appeal with effect as by the said Recognizance on file may be seen.

Scott et al vs Graves No 134

William Scott of Palmer in the County of Hampshire Gent. Benjamin Dickinson of Hadley in said County Gent. and Sarah his Wife who was formerly Sarah Scott, Noah Colton of Greenwich in said County yeoman, and Mary his Wife, who was formerly Mary Scott, John Southgate of Leicester in the County of Worcester yeoman, Robert Southgate of Scarborough in the County of Cumberland Physician, Stewart Southgate of Hardwick in said County of Worcester Sadler, and Azariah Dickinson of Hadley in said County of Hampshire yeoman, and Sarah his Wife (which said Benjamin, Noah, and Azariah Sue in Right of their said Wives) Plts vs. Baron Graves of Palmer in said County of Hampshire yeoman Deft. in a plea of Entry upon Division wherein they demand against the said Baron Eight Acres and ninety Seven Rods of Land in said Palmer bounded and described as follows viz, from the North side of the old Road from Springfield to Palmer at the West side of Chicopee River at the old ford way a little Northward of the late William's (the Plts) Dwelling House measuring down said River on the west side thereof Twenty Rods and three quarters and five Links brings to a Station that is the North East Corner of the Lands demanded

thence West fifteen Degrees South forty Rods to a heap of Stones. thence South Eight degrees East thirty one Rods, thence East fifteen degrees North forty Rods to Ghicobee River, thence on said River to the first Station, with the Appurtenances. As the Right and Inheritance of the said William Scott, Mary Cotton, John Southgate Robert Southgate, Steward Southgate and the two Sarah Dickinson sons aforesd. & heirs of Daniel Graves late of said Palmer Gent. deced. Disseised William Scott formerly of said Palmer yeoman deced. Father of the said William & Sarah first before mentioned, and of S.d Mary, and Grandfather of s.d John, Robert, Steward, and the Sarah second before mentioned and wife of s.d Daniel, whose Heirs they are, and say, that the said William Deceased within forty years last past was seized of the said eight Acres and ninety seven Rods of Lands with the Appurtenances in his own Right as of his Inheritance and Right in a peaceable time taking the profits thereof, to the value of ten Shillings by the year and that the said Daniel Graves unjustly and without Judgment disseised him— and from the said William the father the Right to the Lands aforesaid with the Appurtenances descended and came to the said William the Plt. the s.d two Sarahs the said Mary and the said John, Robert and Steward his Children and Grand Children, and Heirs as aforesaid in the following proportion. Viz. to the said William the Plt. for two fifth parts thereof and the said Mary for one fifth part thereof, and to the said Sarah Wife of s.d Benjamin for one fifth part thereof, and to the s.d John Southgate for two twenty fifth parts thereof, and to the said Robert Southgate, Steward Southgate and Sarah Dickinson Wife of said Zariah each one twenty fifth part thereof, which proportions aforesd of s.d John, Robert, and Steward Southgate, and the said Sarah last mentioned of the Right to the Lands aforesaid, came to them by Right of Representation of their mother Elizabeth Southgate who was formerly Elizabeth Scott and Daughter of said William Durand, and who died in the life time of her father. And that the said Daniel had no Entry into the Lands aforesaid with the Appurtenances but by the said Daniel his father who unjustly entered into the same and disseised the said William the father and from whom the same descended and came to said Daniel. yet the said Daniel now unjustly holds the same from the said William, Benjamin, and Sarah his Wife, Mary his Wife, John his wife to the damage of the said William and Benjamin, and Sarah his Wife, and Robert and Mary his Wife, and of the said Zariah and Sarah his Wife, and of the said John Southgate Robert Southgate, and Steward Southgate, suing as aforesaid) Sixty pounds.

The Plts appear by John Worthington Esq. their Att.y and the said Daniel by Jonathan Bliss Esq. his Att.y moves that this Action may be continued to the next Term, and that a Survey of the Lands may be taken by Order of the Court and returned at the next Term, and it is granted, and Ordered that Capt. Nathaniel Dwight the parties agreeing thereto take a Survey of s.d Lands and Return a plot of the s.d Lands &c. and the s.d Parties have a Day &c

Manns vs Manns, No. 135

Mary Manns late of Murrayfield in the County of Hampshire Widow now of Springfield, Plt. vs. Jane Hanar of S. Murrayfield Widow Executrix of the last Will and Testament of Nathan Manns late of said Murrayfield yeoman Deced Deft. in a plea of the case for that the said Nathan at S. Springfield on the third day of July Dippo by his note of that date for value received promised the said Mary to pay her Eleven pounds lawful money on demand with lawful Interest for the same till paid. Yet said Nathan tho often requested never paid the same to the said Mary while he lived nor hath the said Executrix paid the same to said Mary since said Nathans Death tho She has been often thereto requested but Unjustly neglects it to the damage of the said Mary fifteen pounds. —

The Plt appears by John Worthington Esq. her Att. and the writ being three times publickly called, doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Mary do recover against the said Jane twelve pounds fourteen Shillings and Seven pence at lawful money Damages and Cost of Court taxed at two pounds one Shilling and Six pence and thereof. She may have her Execution. —

Shepard vs Brewster, No. 136

Levi Shepard of Northampton in the County of Hampshire Apothecary Plt. vs. Lott Brewster late of Sunderland in said County Physician Deft. in a plea of Trespass on the Case for that whereas the said Lott at Northampton aforesaid on the fourteenth day of Novembr. Dippo by his note of hand of that date for value received promised the said Levi to pay him Order the sum of five pounds eight Shillings and nine pence Lawful money on demand with Interest for the same till paid. Yet the said Lott tho often requested hath not paid the Contents of the said Note to the said Levi or any part thereof but unjustly neglects to do it to the damage of the said Levi nine pounds. the Plt. appears by Caleb Strong Esqr. his Att. and moves that this Action may be Recognized the Deft. being out of the Province, and it is Considered that the said Parties have a Day accordingly untill the third Tuesday of May next following s. Second Tuesday of Febry aforesaid. —

Fitch vs Leonard, No. 137

Ebenezer Fitch of Halfild in the County of Hampshire yeoman Appt. vs. Abner Leonard of Springfield in said County yeoman Appe. from the Judgment of Jonathan Bliss Esq. one of his Majesty's Justices of the peace for the County of Hampshire, at a Tryal before him at his Dwelling House in said Springfield on monday the Eighth day of Febry in the thirteenth Year of his Majesty's Reign Anno 1773. wherein the said Abner was Plt. and the said Ebenezer Deft. in a plea of the Case as on file, by which said Justice Judgment was rendered that the said Abner should recover against the said Ebenezer Seven Shilling. Damages and Costs of Suit taxed at Sixteen Shillings, from which Judgment the said Ebenezer appeals to this Court &c. And now the said Ebenezer being three times publickly called is Nonsuit and the said Abner likewise Defaulted and the Action Dismissed. —

Abel Merriman of Conway in the County of Hampshire Husbandman Plt. vs. William Watson of Hatfield in said County Blacksmith Deft. in a plea of the Case for that the said William at the said Northampton on the twenty second day of August last past by his note of that date for value recivd promised the said Abel to pay him Eleven pounds within three months from the date of s.d note. Yet the said William tho often requested by the said Abel hath never performed his said promise or any part thereof but wholly denies to do it to the damage of the said Abel twelve pounds. The Plt. appears by William Billings Esq. his Attr. and the said William Watson tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Abel do recover against the said William Eleven pounds three shillings and two pence lawful money Damages and Cost of suit taxed at five pounds nineteen shillings and eight pence. March 4th 1777 Amos Willcock Attr to Plaintiff signs a receipt of this Judgment in full both Cost and Damages.

Merriman vs Watson N.° 139

Israel Field of Brattleborough in the County of Cumberland and Province of Newyork yeoman Plt. vs. Jacob Pike of Shrewsbury in the County of Worcester yeoman Deft. in a plea that he render to him fifty pounds of the Currant money of s.d Province of Newyork which is Equal to the Sum of thirty seven pounds ten shillings of the Lawful money of the Province of Massachusetts Bay, which he owes to him and unjustly detains, and whereupon the said Israel saith that whereas the said Jacob Pike on the twenty eighth day of October A.D. 1771 and in the twelfth year of his Majesty's Reign at s.d Northampton by his certain writing obligatory sealed with the seal of the said Jacob in Court to be produced acknowledged himself to be held and firmly bound to the said Israel in the said fifty pounds to be paid to the said Israel when he the said Jacob should be thereto required. Yet the said Jacob tho often required hath not rendered the said fifty pounds to him the said Israel but hitherto hath altogether refused and still doth refuse to do it to the damage of the said Israel fifty pounds. the Parties appear and move that this action may be Continued and it is Considered that the said parties have a day before the Lord the King here until the third Sunday of May next following said second Sunday of Oct.r aforesaid.

Field vs Pike N.° 139

The Petition of Sarah Sims of Deerfield in the County of Hampshire Widow & Sole Executrix &c. on the Estate of Amasa Sims late of Deerfield aforesaid Humbly Sheweth that the whole of the personal estate of the said Amasa and that the same falls short of being sufficient to discharge the Debts due from said Estate the sum of thirty six pounds six shillings and four pence three farthings, and whereas there is some real Estate of the said Amasa in said Deerfield and in Conway, your Petitioner therefore pray.s that y.r Honors would be pleased to grant her leave to dispose so much of the Real Estate of said Amasa as may amount to the

Sims Petition N.° 140

Sarah Nims's Petition No. 1140

the Sum above mentioned to discharge the Debts due from said Estate with the nessary Charges, and as in Duty &c. Therefore it is Ordered that the said Sarah have Leave to sell so much of the Real Estate of the said Deceas as shall amount to forty pounds for payment of his Debts &c observing the directions of the Law &c

---

Mary Ryder's Petition No. 1141

The Petition of Mary Ryder of Shelburne in the County of Hampshire, Administratrix upon the Estate of James Ryder late of said Shelburne deceas. humbly Sheweth that the Personal Estate of the said James falls short the Sum of Sixteen pounds ten Shillings and Eleven pence Lawful money of paying the Debts due from s. Estate your Petitioner therefor pray your Honors to impower her to make Sale of so much of the Real Estate as shall be Sufficient to satisfy the aforesd Sum and the charges attending the same. and as in Duty &c

And it is thereupon ordered that s. Administratrix have Leave to make Sale of so much of the real Estate of the s. Deceas. as shall produce the Sum of twenty pounds of Lawful money in order for payment of the Debt. Due from the Deceas. &c observing the directions of the Law &c

---

Miller's Petition No. 1142

The Petition of John Miller and Abigail Miller Junr. both of Springfield. Administrators upon the Estate of Timothy Miller late of said Springfield deceas. humbly sheweth that the personal Estate of the said Timothy falls short the Sum of nineteen pounds Eleven Shillings and one penny three farthings Lawful money of paying the Debts due from s. Estate Your Petitioners therefore pray your Honors to impower them to make Sale of so much of the Real Estate as shall be sufficient to satisfy the aforesaid Sum, and the Charges attending the same, and as in Duty &c

and it is thereupon Ordered that said Administrators have Leave to sell twenty three pounds ten Shillings worth of the Real Estate of the s. Timothy deceas. for the payment of the Debts which yet remain Due from s. Estate they observing the directions of the Law &c

---

The foregoing Judgments and orders being made and entered up in manner aforesaid the said Court was then adjourned without Day

Attest Wm Williams Clerk

Hampshire ss Anno Regni Georgii Tertii Regis magnæ Britaniæ Franciæ et Hiberniæ decimo tertio.

At his Majestys Inferiour Court of Common Pleas holden at Springfield within and for the County of Hampshire on the third Tuesday of May being the Eighteenth day of the said month Anno quæ Domini 1773.

Present.

Isaac Williams Esq.
Oliver Partridge Esq.
Timothy Dwight Esq.
Thomas Williams Esq.

Jury of Trials—

Wilb. Aaron Stebbins foreman
Jonathan Burbank
Jur. Daniel Morgan
Jonathan Hale Junr.
Stephen Noble, exmd. 2. day
Hunt. David Fowler
Wm. John Noble
S. Had. Jonathan White
Pal. James Lamberton
Goans. William Cooley
Mon. Caleb Thayer
Granby. John Moody
Jr. Brim. Thomas Gorden

In the Cases Ely &c. vs Carew and Phillips vs. Gaines &c. Stephen Noble was of the Jury, and was then dismissed, and John Noble came on.
Lamberton was off, and Stephen Fowler on, in the Case Scott &c. vs. Graves.

Continuations

William Dunsmore of Lancaster in the County of Worcester Physician and Hannah his Wife Plts. vs. Enoch Allen of Ashfield in the County of Hampshire Husbandman Deft. in a plea of Ejutment &c as at large on Record heretofore. the Parties appear by their respective Attys. viz. the Plts. by John Worthington Esq. their Att. and the Deft. alias Reuben Belding Warranter as heretofore, by Simeon Strong Esq. his Att. and made for a further Continuance of this Action. and the said Parties have a day accordingly before the Lord the King here untill the last Tuesday of August next following said third Tuesday of May aforesaid. — Dunsmore vs Allen

Daniel Williams of Easton in the County of Bristol Esq. Plt. vs. John Wilbie of Ashfield in the County of Hampshire Husbandman, alias Reuben Belding Warrantd Deft. in a plea of Ejutment &c as at large on Record heretofore the Parties viz. the Plt. Daniel and Reuben appear by their respective Attys. and made for a further Continuance of this Action Therefore it is Considered that the said parties have a day before the Lord the King here untill the last Tuesday of August next following s. third Tuesday of May aforesaid. — Williams vs Wilbie

Pynchon vs Glover } William Pynchon of Salem in the County of Essex Esq. and others Pltfs. vs. Samuel Glover of Wilbraham in the County of Hampshire yeoman Deft. in a plea of Entry &c. as at large on Record heretofore. the Parties appear viz. the Pltfs by John Worthington Esq. their Attr. and the Deft. by Jonathan Bliss Esq. his Attr. and move for a further Continuance of this Action. And the said Parties have a day accordingly until the last Tuesday of August next following said third Tuesday of May aforesaid.

Phillips vs Gains } Simeon Phillips of Springfield aforesaid yeoman Plt. vs. Samuel Gaines of S. Springfield Miner and Silth miller of said Springfield Labourer a Minor under the age of twenty one years Defts in a plea of Trespass &c as at large on Record heretofore and now at this day until which time the said Samuel and Silth had Liberty of Imparling &c and then to answer the said Samuel and Silth come, & Samuel by Joseph Hawley Esq. his Attr. and the said Silth who is within the age of twenty one years, by Jonathan Bliss Esq. his Guardian, by the Court of our Lord the King now here specially admitted, and defend the force and Injury when &c, and say that the said Simeon ought not to have or maintain his Action of the Trespass alledged against them in his Writ, because although and true it is that they did on the fourth day of August specified in the said Writ at said Springfield take the Pltfs said Mare in trespass and had her away and ride her over the plains, yet by protesting that the said Samuel and Silth did not ride the said Mare immoderately nor in extream heat, and that the said Mare was not wearied by their riding her, and that she did not languish and die after by any hurt Injury or disease caused or occasioned by their taking and riding her, but of a Natural disease and disorder wholly different therefrom to wit, the Pole Evil. And also that they the said Defts afterwards on the same fourth day of August aforesaid and before the purchase of the said Writ viz. at Springfield aforesaid did return and deliver the said Mare safe and sound to the said Simeon, for plea the said Defts say that after the taking and Carrying away of the said Mare of the Pltfs declared of in the Writ to wit on the Eleventh day of August aforesaid last past at Springfield aforesaid, at the request of the Plt. and by his order & direction, they the Defts made their certain Note in writing called a promissory Note with their proper hands thereto subscribed bearing date the same day and year whereby for value therein acknowledged to have been received, they promised to pay one Gideon Phillips son of the Plt. twelve Shillings lawful money worth as wheat by the first day of January then next, and on the said Eleventh day of August last aforesaid at Springfield aforesaid, delivered the same Note to the said Gideon in full satisfaction and discharge of the Trespass aforesaid by the Defts committed as therein afors: and the Plt. their the Defts making and delivering of the

Note aforesaid to the said Gideon pursuant to his the Pltfs. order and direction aforesaid then and there in full satisfaction and discharge of the whole Trespass aforesaid done and perpetrated by them in and by their taking carrying away and riding the said Mare and unto which they are ready to verify. wherefore they pray Judgment if the said Simeon ought to have or maintain his said Action thereof against them.

And the said Simeon by John Worthington Esq. his Attr. comes here and says that he by any thing by the said Samuel and Seth above in pleading alledged ought not to be precluded from having his action aforesaid thereof against them because by protesting that he never requested ordered or directed them the said Samuel and Seth to make any such promissory Note to said Gideon Phillips as in their plea aforesaid mentioned, protesting also that the said Samuel and Seth did not make and deliver to said Gideon such their promissory Note as aforesaid, in full satisfaction and discharge of the trespass aforesaid by them committed for plea the said Simeon Says that he never accepted of their (the said Samuel and Seth) making and delivering of their Note specified in their plea aforesaid to said Gideon in full Satisfaction and discharge of the Trespass aforesaid by them done and perpetrated in taking carrying away, and Riding his said Mare in manner and form as they have above in pleading alledged, and this he prays may be enquired of by the Country. — and the said Samuel and Seth likewise.

Thereupon the Jurors of the Jury agreable to the form and effect of the Statutes in that Case made and provided now at this time Returned and impannelled being demanded likewise come who to say the truth concerning the premises being duly Sworn declare upon their Oath that the Deft. made the Satisfaction specified in their plea and the Pltf accepted the same for the Damages assumed by the Trespass aforesaid and therefore find for the Deft. their Costs.

Therefore it is Considered by the Court that the said Samuel and Seth do recover against the said Simeon Cost of Court taxed at three pounds Eight Shillings and thereof they may have their Execution. — Execution Issued 12. November 1773.

Israel Dewey of Westfield in the County of Hampshire yeoman Pltf. vs. Thomas Dewey of Westfield aforesaid yeoman Deft. in a plea &c as at large on Record heretofore. And now the said Parties appear, and the said Samuel Mather, John Lenard and William Shepard, Arbitrators as upon Record heretofore do now Report that having duly heard the parties with their several allegations and proofs, and having maturely Considered the same do judge Award and determine that the said Israel Dewey Recover against the said Thomas Dewey the Sum of forty nine pounds lawful money Debt, and Cost of this Arbitration being two pounds four Shillings and six pence lawful money and Cost of Court. Therefore it is Consi-

Dewey vs Dewey

Dewey vs Dewey } Considered by the Court that the said Israel do recover against the said Thomas forty nine pounds of Lawful money Debt and Costs of Suit taxed at five pounds Six Shillings and five pence and thereof he may have his Execn. Execn. Issd 18th May 1773.

Ely et al vs Carew } John Ely et al, vs Joseph Carew Recorded the last Action of this Court.

Clark vs Rhodes } James Clark of Blanford in the County of Hampshire yeoman Plt. vs. John Rhodes of Worthington in said County yeoman Deft. in a plea of the Case &c as at large on Record heretofore. And now the said James having three times publickly called to come into Court is Nonsuit and the said John likewise defaulted, and the Action dismissed. —

Ingersall vs Brownson } John Ingersall of Westfield in the County of Hampshire Esq. Plt. vs. Silas Brownson late of said Westfield yeoman Deft. in a plea of Trespass &c as at large on Record at last Term. the Plt. appears by John Phelps Gent. his Attr. and the said Silas tho, three times publickly called to come into Court do not come but makes default of appearance here. — Therefore it is Considered by the Court that the said John do recover against the said Silas nine pounds twelve Shillings and four pence of Lawful money Damages and Cost of Court taxed at two pounds one Shilling and four pence and thereof he may have his Execn. Execn. Issd 28th May 1773. —

Dewey's Exrs. vs Sundern } Israel Dewey yeoman and Sarah Dewey Widow both of Westfield in the County of Hampshire Executors of the last Will and Testament of Aaron Dewey late of the same Westfield yeoman dece'd Plt's vs. Silas Brownson late of Westfield aforesaid yeoman Deft. in a plea of the Case &c as on Record heretofore the Plt's appear by John Phelps Gent. their Attr. and the said Silas being three times publickly called to come into Court makes default of appearance here. — Therefore it is Considered by the Court that the said Israel and Sarah do recover against the said Silas three pounds Six Shillings and five pence of Lawful money Damages and Cost of Court taxed at two pounds one Shilling and four pence and thereof they may have their Execn. Execn. Issd 26th June 1773.

Townsend vs Morton &c. } William Blair Townsend of Boston in the County of Suffolk Esq. Plt. vs. John Morton yeoman and Joseph Morton yeoman both of Amherst in the County of Hampshire Defts. in a plea of trespass &c. as at large on Record heretofore. the Plt. appears by Simeon Strong Esq. his Attr. and the Defts by Elisha Porter Esq. their Attr. and pray for a further Continuance of this Action. And it is Considered that the said Parties have a day before the Lord the King here until the last Tuesday of August next following said third Tuesday of May aforesaid.

Bascom vs Moody } Thomas Bascom of Amherst in the County of Hampshire yeoman Plt. vs. Josiah Moody of said Amherst yeoman Deft. in a plea of the Case &c. as on Record heretofore. the Plt. appears

by Simeon Strong Esq. his Att.r and the said Josiah tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Thomas do recover against the said Josiah nine pounds twelve Shillings and ten pence two farthings of lawful money damages and Cost of Court taxed at two pounds and one penny and thereof he may have his Execution.

Williams Hyslop of Brookline in the County of Suffolk Esq. and William Burton of Boston in said County Merchant Pltfs. as John Chester Williams and Nehemiah Williams both of Hadley in the County of Hampshire Gentlemen Defts. in a plea of Trespass &c as on Record heretofore &c. the Pltfs. appear by Joseph Hawley Esq. their Att.r and the said John Chester, and Nehemiah being three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is Considered by the Court that the said Hyslop and Burton do recover against the said John Chester, and Nehemiah One hundred and twenty Eight pounds nine Shillings and two pence of lawful money Damages and Cost of Court taxed at five pounds one Shilling and four pence. And now the said John Chester, and Nehemiah by Elisha Porter Esq. their Att.r come here and Appeal from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within and for the County of Hampshire on the ~~fourth~~ third day of September next and he Recognizes with Sureties as the Law directs for the said Defts. prosecuting their said Appeal with effect as by the said Recognizance on file may be seen.

Hyslop vs Williams

John Townsend of Stafford in the County of Hartford and Colony of Connecticut in New England Gent. Plt. vs. John Gibbs yeoman and Sarah Gibbs Widow both of Greenwich, in the County of Hampshire Defts. in a plea &c as at large on Record heretofore &c. the Plt. appears by Moses Bliss Esq. his Att.r and the said John Gibbs by John Worthington and Simeon Strong Esq.rs his Att.rs comes and defends &c and for plea says that he never dispeised the said John Townsend in manner and form as the Plt. in his Declaration has alledged and thereof puts himself on the Country. And the said Townsend likewise and the said Sarah by J. Worthington and Strong her Att.rs comes and defends &c and for plea says she never dispeised the said John Townsend in manner and form as the said Townsend in his Declaration has alledged and thereof puts herself on the Country. And the said Townsend the Plt. likewise.

Thereupon the Jurors of the Jury agreable to the form and effect of the Statutes in this Case made and provided now at this time Returned and Impannelled being demanded likewise come who to say the truth concerning the premises being duly Sworn declare upon their Oath that the said Defts. did dispeise in manner and form as above alledged. Therefore it is Considered by the Court that the said John Townsend do

Townsend vs Gibbs &c

Suisn. Inquisition of

Townsend vs Gibbs, etal } do recover of the said John and Sarah Gibbs the Mishape ll and Costs of Court taxed at Eighteen pounds six Shillings and one penny. after all which the said John and Sarah Gibbs appeal from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within and for the County of Hampshire on the last fourth Tuesday of September next and they recognize with Sureties according to Law for their prosecuting said Appeal with effect as by said Recognizance on file may be seen.—

Merrick vs Cotton, etal } Jonathan Merrick of Wilbraham in the County of Hampshire yeoman Plt. vs. Isaac Cotton of Palmer in said County Gent. and a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of said County and Joseph Jones of Springfield in said County yeoman Defts. in a plea of the Case &c as at large on Record heretofore &c. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Isaac and Joseph being three times publickly called to come into Court do not come but make default of appearance &c. Therefore it is considered by the Court that the said Jonathan do recover against the said Isaac and Joseph twenty two pounds six shillings and eight pence of lawful money Damages and Cost of Court taxed at two pounds twelve Shillings and four pence and thereof he may have his Execution. Execution dated 22. June 1773.

Old vs Fowler } Daniel Old of Hartwood in the County of Berkshire yeoman Plt. vs. Bildad Fowler of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case &c as at large on Record heretofore the Plt. appears by John Worthington Esq. his Attr. and the Deft. in person and moved for a further Continuance of this Action. And it is Considered that the said Parties have a day before the Lord the King here untill the first Tuesday of August next following said third Sunday of May &c..

D. Rex vs Bardwell } Our Sovereign Lord the King Plt. vs. Jonathan Bardwell of Belchertown in the County of Hampshire yeoman Deft. in an action of Debt. &c as at large on Record heretofore. John Worthington Esq. Attr. for our Sovereign Lord the King now comes here and says he will no further prosecute this action against the said Jonathan Bardwell. —

Scott &c vs Graves } William Scott of Palmer in the County of Hampshire Gent. and others (as on Record of last Term) Plts. vs. Aaron Graves of Palmer in said County yeoman Deft. in a plea of Entry upon Disseisin &c as at large on Record of last Term. And now the Plts. appear by John Worthington Esq. their Attr. and the said Aaron by Moses and Jonathan Bliss Esqrs his Attrs. comes here and defends his right &c and for plea says that said Daniel Graves deforcement mentioned did not disseise the said William Scott and said aforesaid in manner and form as the Demandants in their Declaration against him have alledged and thereof puts himself on the Country.

and the said Demandants likewise. Thereupon the Jurors of the Jury agreable to the form and effect of the Statutes in this Case made and provided now at this time returned and Impanelled being demanded likewise Come who to say the truth concerning the premises being duly Sworn declare upon their Oaths that the said Daniel Graves demd. did not disseize the said William him have alledged therefore find for the Defd. his Costs. Therefore it is Considered by the Court that the said Aaron Graves do recover against the s? Plff. Costs taxed at [illegible] the Judgment of this Court to the Superiour Court of Judicature to be next to be holden at Springfield within and for the County of Hampshire on the first Tuesday of September next and he Recognizes with Sureties as the Law directs for the s? Plff. prosecuting said Appeal with effect as by said Recognizance on file may be seen.

Levi Shepard of Northampton in the County of Hampshire apothecary Plt. vs. Lott Brewster late of Sunderland in said County Physician, Deft. in a plea of trespass &c. as on Record heretofore. the Plt. appears by Caleb Strong Esqr. Cont. his Attr. and the said Lott tho. three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Levi do recover against the said Lott five pounds Eighteen Shillings and nine pence of lawful money Damages and Cost of Court taxed at two pounds one Shilling and six pence and thereof he may have his Execn: Execution is. 29th June 1773. (Shepard vs Brewster)

Israel Field of Brattleborough in the County of Cumberland in the Province of New York yeoman Plt. vs. Jacob Pike of Shrewsbury in the County of Worster yeoman Deft. in a plea &c as on Record of last Term. the Plt. appears by William Billings Esq. his Attr. and the Deft. by Joshua Upham Esq. his Attr. and move for a further Continuance of this action — and the said Parties have a day &c accordingly untill the last Tuesday of August next following said third Tuesday of May aforesaid. (Field vs Pike)

Ezekiel Highill of Halfild in the County of Hampshire yeoman Plt. vs. John Scott late of Halfild in said County of Hampshire yeoman Deft. in a plea of the Case for that the said John at said Halfild on the first day of Febry A. D. 1773 being justly Indebted to the said Ezekiel in the sum of two pounds eight Shillings lawful money for so much money before that time there had and ouched of the said Ezekiel to the use of him the said Ezekiel he the said John then and there in Consideration thereof promised the said Ezekiel to pay him the same sum on demand. and also for that the s? John at said Halfild on the same first day of February being justly Indebted to the said Ezekiel in one other sum of twelve Shillings and four pence like lawful money for Sundry Articles of Book Account according to the Act annexed to the Writ he the said John then and therein (Highil vs Scott No. 1)

Mighill vs Scott No. 1 — in Consideration thereof promised the same Ezekiel to pay him that same sum on demand. Yet the said John tho' often requested has never performed either of his said promises but neglects and refuses to do it to the damage of the said Ezekiel five pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said John tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Ezekiel do recover against the said John three pounds and four pence of lawful money Damages and Cost of Court taxed at One pound Sixteen Shillings and thereof he may have his Execn. Execn. is? 28th May 1773.

Warner vs Swyper No. 2 — Jonathan Warner of Hadley in the County of Hampshire Trader Plt. vs. Benjamin Swyper of Chesterfield in said County Gent. Deft. in a plea of the Case for that the said Benjamin at said Hadley on the fifth day of June last past by his Note of that date for value recived promised the said Jonathan to pay him or his Order the Sum of Seven pounds Eighteen Shillings and three pence two farthings Lawful money on Demand with the lawful Interest of that same Sum untill paid yet the said Benjamin tho often requested has never performed his said promise but neglects it to the damage of the said Jonathan ten pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Benjamin tho' three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Jonathan do recover against the said Benjamin Eight pounds six Shillings and ten pence two farthings of lawful money Damages and Cost of Court taxed at One pound fifteen Shillings and two pence and thereof he may have his Execn. — Execn. is? 28th May 1773. —

Sikes vs Parr No. 3 — Jonathan Warner of Hadley in the County of Hampshire Trader Plt. vs. Simeon Parr late of Number five in said County yeoman Deft. in a plea of the Case for that the said Simeon at said Hadley on the twenty fourth day of July last past by his note of that date for value recived promised the said Jonathan to pay him or his order the sum of six pounds twelve Shillings and four pence lawful money on Demand with the lawful Interest thereof untill paid. — and also for that the said Simeon at said Hadley on the fourteenth day of November last past by his Note of that date for value recived promised the said Jonathan one other Sum of One pound Sixteen Shillings lawful money on demand with the lawful Interest of that same Sum untill paid yet the said Simeon tho' often requested has never performed either of his said promises but neglects and refuses to do it to the damage of the said Jonathan seven pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Simeon tho' three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Jonathan do recover against the said Simeon three pounds

thirteen Shillings and five penne of lawful money Damages and Cost of Court taxed at One pound Sixteen Shillings and ten penne and thereof he may have his Execn.? Execn. is.? 25th May 1773.

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf. vs. John Bond late of Conway in said County yeoman Deft. in a plea of the Case for that whereas the said Jonathan at said Hadley on the first day of January last past had before that time thats sold and delivered to the said John at his the said John's special Instance and request divers goods Wares and Merchandizes he the said John then and there in Consideration thereof promised the said Jonathan to pay him so much money as the same Goods Wares and Merchandizes were reasonably worth at the time of their said Sale and delivery whenever afterwards he should be thereto requested. and the said Jonathan avers that the same Goods Wares and Merchandizes at the time of their said Sale and delivery were reasonably worth the sum of three pounds seven Shillings and ten penne lawful money viz, at Hadley aforesaid whereof the said John had notice, yet the said John tho' often requested has never performed his said promise but neglects it to the damage of the said Jonathan five pounds. the Pltf. appears by Elisha Porter Esq. his Attr. and the said John tho' three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Jonathan do recover against the said John three pounds seven Shillings and ten penne of lawful money damages and Cost of Court taxed at One pound Sixteen Shillings and eight penne and thereof he may have his Execn.? Execn.? Is.? 28th May 1773.

Idem vs Bond No. 1

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf. vs. Elijah Cummins late of Conway in said County yeoman Deft. in a plea of the Case for that the said Elijah at said Hadley on the nineteenth day of February last past by his Note of that date for value received promised the said Jonathan to pay him the Sum of three pounds seven Shillings lawful money on demand with the lawful Interest of the Sum untill paid. Yet the said Elijah tho' often requested has never paid the same Sum or any penny thereof but wholly neglects and refuses to do it to the damage of the said Jonathan Seven pounds. the Pltf. appears by Elisha Porter Esq. his Attr. and the said Elijah tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Elijah three pounds twelve Shillings and one penny of lawful money Damages and Cost of Court taxed at One pound fourteen Shillings and four penne and thereof he may have his Execn. — Execn.? Is.? 28th May 1773.

Idem vs Cummins No. 5

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf. vs. John Henry late of Shelburne in said County yeoman Deft. in a plea of the Case for that the said John at said Hadley on the fourth day of November. D[illegible] by his Note

Idem vs Henry No. 6

Warner vs Henry No 6

Note of that date for value recived promised the said Jonathan to pay him the Sum of four pounds three shillings and ten pence Lawful money on demand with the Lawful Interest of that same Sum untill paid. And also for that the said John at said Hadley on the same fourth day of November being Justly Indebted to the said Jonathan in one other Sum of five Shillings like Lawful money for one bushel of Salt before that time then sold and delivered to the said John at his the said Johns Special Instance and request he the said John then and there in Consideration thereof promised the said Jonathan to pay him that same Sum on demand. Yet the said John tho often requested has never performed either of his said promises but neglects it to the damage of the said Jonathan six pounds. the Plt. appears by Elisha Porter Esq. his Atty. and the said John tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court. that the said Jonathan do recover against the said John four pounds Sixteen Shillings and five pence two farthings of Lawful money Damages and Cost of Court taxed at One pound Eighteen Shillings and six pence and thereof he may have his Execn. — — — Execn. Issd 28th May 1773. —

Warner vs Chadwick No 7

Jonathan Warner of Hadley in the County of Hampshire Yeoman Plt. vs. William Chadwick late of Granfield in said County now of Bernardstown in the same County yeoman Deft in a plea of the Case for that whereas the said Jonathan at s. Hadley on the first day of February last past had before that time sold and delivered to the said William at his the said Williams Special Instance and request divers Goods Wares and Merchandizes. he the said William then and there in Consideration thereof promised the said Jonathan to pay him so much money as the said Goods Wares and Merchandizes were reasonably worth at the time of their sale and delivery whenever afterwards he should be thereto requested and the said Jonathan avers that the same Goods Wares and Merchandizes were reasonably worth at the time of their Sale and Delivery as aforesaid the Sum of two pounds five Shillings and two pence Lawful money viz. at Hadley aforesaid, of all which the said William then and there had notice. yet the said William tho' often requested has never performed his said promise but neglects and refuses to do it to the damage of the said Jonathan five pounds. the Plt. appears by Elisha Porter Esq. his Atty. and the said William tho' three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Jonathan do recover against the said William two pounds five Shillings and two pence of Lawful money Damages and Cost of Court taxed at One pound fourteen Shillings and ten pence and thereof he may have his Execn. — — Execn. Issd 28th May 1773.

Joseph Billing of Hatfield in the County of Hampshire Gent. Pltf. vs. Robert Abercrombie of Pelham in said County Gent. Deft. in a plea of the Case for that said Robert at said Hatfield on the fifteenth day of May A.D. 1771 by his note of that date for value rec'd promised the said Joseph to pay him the sum of forty seven pounds nineteen Shillings and Eleven pence Lawfull money upon demand with the lawful Interest of that same sum untill paid. Yet the said Robert tho often requested has never performed his said promise but neglects it to the damage of the said Joseph fifty six pounds. the Pltf. appears by Elisha Porter Esq. his Attr. and the said Robert tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Joseph do recover against the said Robert fifty three pounds Sixteen Shillings and six pence of lawful money Damages and Cost of Court taxed at one pound Sixteen Shillings and thereof he may have his Execn. — Execn. 28th May 1773.

(Billing vs Abercrombie No. 10)

Joseph Billing of Hatfield in the County of Hampshire Gent. Pltf. vs. Elisha Thing of said Hatfield yeoman Deft. in a plea of the Case for that the said Elisha at said Hatfield on the Nineteenth day of April A.D. 1771 by his note of that date for value recived promised the said Joseph to pay him the sum of nine pounds nine Shillings and five pence Lawfull money by the first day of April then next after the date of the said note with the lawful Interest of that same sum untill paid. Yet the said Elisha tho often requested has never performed his said promise but neglects it. to the damage of the said Joseph twelve pounds. the Pltf. appears by Elisha Porter Esq. his Attr. and the said Elisha being three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Joseph do recover against the said Elisha ten pounds seven Shillings and seven pence of Lawful money Damages and Cost of Court taxed at one pound fifteen Shillings and thereof &c. Execn. 28th May 1773.

(Thing vs Thing No. 11)

Luke Montague of South Hadley in the County of Hampshire Gent. Pltf. vs. Stephen Chapin of Granby in said County yeoman Deft. in a plea of the Case for that the said Stephen at said South Hadley on the twenty fifth day of April A.D. 1765 by his note of that date for value recived promised the said Luke to pay him the Sum of three pounds four Shillings Lawful money by the first day of December then next after the date of the said note with the lawful Interest of that same Sum untill paid. Yet the said Stephen tho often requested has never performed his said promise but neglects it to the damage of the said Luke seven pounds. the Pltf. appears by Elisha Porter Esq. his Attr. and the said Stephen tho three times publickly called to come into Court makes default of appearance here. Therefore it is Considered by the Court that the said Luke do recover against the said Stephen four pounds three Shillings and two pence of Lawful money Damages and Cost of Court taxed at one pound 11/2. and thereof he may have Execn. — Execn. 28th May 1773.

(Montague vs Chapin No. 12)

Goodman vs Hubbard No. 13.

Stephen Goodman of Hadley in the County of Hampshire yeoman Plt. vs. Joseph Hubbard of Sunderland in said County Gent. Deft. in a plea of the Case for that the said Joseph at said Hadley on the third day of November last past by his note of that date for value received promised the said Stephen to pay him the sum of five pounds Sixteen shillings and nine pence half penny lawful money within three months from the date of the said note with the lawful Interest of that same sum until paid. Yet the said Joseph tho often requested has never performed his said promise but neglects it to the damage of the said Stephen ten pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Joseph being three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Stephen do recover against the said Joseph Six pounds and Six pence of lawful money Damages and Cost of Court taxed at one pound fourteen shillings and ten pence. after which the said Joseph by Simeon Strong Esq. his Attr. comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~fourth~~ last Tuesday of September next and he Recognizes with Sureties as the law directs for the said Joseph's prosecuting his said Appeal with effect as by the said Recognizance on file appears.—

Silders vs Bartlett No. 14

Azariah Silders of Ashfield in the County of Hampshire yeoman Plt. vs. Samuel Bartlett of said Ashfield Gent. Deft. in a plea of the Case for that the said Samuel at said Ashfield on the twenty fifth day of June last past by his note of that date for value received promised the said Azariah to pay him the sum of three pounds Sixteen Shillings lawful money by the twenty fifth day of December then next after the date of the same Note with the lawful Interest of that same Sum until paid. Yet the said Samuel tho often requested has never performed his said promise but neglects it to the damage of the said Azariah Seven pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Samuel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Azariah do recover against the said Samuel four pounds and two pence of lawful money Damages and Cost of Court taxed at two pounds two Shillings and Six pence. And now the said Samuel, by Samuel Barnard Gent. his Attr. — comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~fourth~~ last Tuesday of September next and he Recognizes with Sureties as the

Law directs for the said Samuels prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Thomas Gibbs of Greenwich in the County of Hampshire yeoman Appt. vs. William Baxter of Greenwich aforesaid yeoman Appellee from the Judgment of Josiah Chauncey Esq. one of his majesty's Justices of the peace for said County, at a Tryal before him on Monday the tenth day of May in the thirteenth year of his Majesty's Reign A.D. 1773. wherein William Baxter was Plt. and the said Thomas Deft. in a plea of the case for that whereas the said William at said Greenwich on the last day of March last past had at the said instance and request of the said Thomas sold and delivered to said Thomas one Barrel of Cyder and had also at his like request kept pastured and fodered divers Horses Cattle and Oxen for the said Thomas by the said Thomas then and there in Consideration thereof promised the said William to pay him so much money as the said William reasonably deserved to have for the said Cyder and the said keeping pasturing and fodering aforesaid on demand. and the said William says he reasonably deserved to have therefor the sum of forty Shillings whereof the said Thomas then and there had notice yet the said Thomas tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said William forty Shillings. at which Tryal upon the plea of the said Thomas — that he never promised in manner and form as the said Williams in his Writ against him hath alledg'd. Judgment was rendered by said Justice that the said Williams recover against the said Thomas — Sixteen Shillings lawful money Damages, and his Costs taxed at thirty six Shillings. from which Judgment the said Thomas Appealed to this Court and recognized &c. And now the said parties appear and upon the aforesaid plea of the said Thomas they severally put themselves on the Country. Thereupon the Jurors of the Jury agreable to the form and effect of the Statutes in this Case made and provided now at this time Returned and Impannelled being demanded likewise come who to say the truth concerning the premises being duly sworn declare upon their Oath that the said Thomas did promise &c and assess the damages of the said William to two pounds. Therefore it is Considered by the Court that the said William do recover against the said Thomas two pounds of lawful money Damages and Cost of suit taxed at Eight pounds five Shillings and four pence and thereof he may have his Execn. Ex. i. s. June 1773. —

(Gibbs vs Baxter No. 18.)

Joseph Cook of Harwington in the County of Litchfield and Colony of Connecticut yeoman Plt. vs. Matthew Lassen of Southwick in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Mathew at said Southwick on the Eleventh day of June A.D. 1771 by his Note of that date for value there received promised the said Joseph to pay and deliver to him

(Cook vs Lassen No. 19)

Cook vs Laflin No. 19

him at the House of Daniel Goodwins in Hartford Eleven pounds and ten Shillings Lawful moneys worth of wheat or Rye or Indian Corn at or before the first day of February then next ensuing the date of said Note with Lawful Interest for said Sum till paid, and the said Joseph in fact saith he hath been always ready at said Daniels House in Hartford viz. in said Springfield, to receive the same wheat Rye or Corn according to the tenor of said note Yet the s.d Mathew tho' often requested hath never fulfilled his said promise to said Joseph but unjustly neglects and refuses to do to the damage of the said Joseph twenty pounds. the Plt. appears by Samuel Fowler Gent his Att.y and the said Mathew tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Joseph do recover against the said Mathew twelve pounds Sixteen Shillings and nine pence of lawful money Damages and Cost of Court taxed at two pounds four Shillings and thereof he may have his Execn. . . . . Execn. Is. 29th June 1773.

Parks vs Graves No. 20

Elisha Parks of Westfield in the County of Hampshire Gent Plt. vs. Abner Graves of Southwick in said County yeoman Deft. in a plea that said Abner render to P. Elisha Twenty pounds Eleven Shillings and two pence Lawful money which to said Elisha he owes and from him unjustly detains and wherein said Elisha says. that at said Westfield on the thirtieth day of October in the twelfth year of his Majesty's Reign the said Abner by his bond under his hand and seal of that date in Court to be produced bound and obliged himself unto the said Elisha (by the name of Abner Graves of Southwick in the County of Hampshire and Province of the Massachusetts Bay) in the Sum of Twenty pounds Eleven Shillings and two pence Lawful money to be paid him on demand. Yet the said Abner tho' often requested hath never paid the said Elisha the same or any penny thereof but he hitherto hath and still doth unjustly neglect to do it to the damage of the said Elisha Eighty pounds. the Plt. appears by Samuel Fowler Gent. his Att.y and the said Abner tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Elisha do recover against the said Abner thirty Six pounds nine Shillings and Six pence of Lawful money Debt. & Cost of Court taxed at One pound nine Shillings and thereof he may have his Execn. . . . . Execn. Is. 5th June 1773.

Saylor vs Chilson No. 21

Samuel Saylor of Worthington in the County of Hampshire yeoman Plt. vs. Asaph Chilson late of Conway in

said County yeoman Deft. in a plea of the Case for that the said Asaph at said Springfield on the nineteenth day of April A.D. 1771 by his note of that date and year last aforesaid for value recd promised the said Samuel (by the name of Samuel Taylor 2d. then of said Springfield) to pay him Eleven pounds and three shillings lawful money at or before the fifteenth day of May then next ensuing the date of said Note with Interest for the same till paid. — Yet the said Asaph tho often requested hath never paid the same but hitherto hath and still doth unjustly neglect to pay him the same to the damage of the said Samuel twenty pounds. the Plt. appears by Samuel Fowler Esqr his Attor. and the said Asaph tho' three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Asaph twelve pounds Eleven Shillings and one penny of lawful money Damages and Cost of Court taxed at two pounds and four pence and thereof he may have his Execn. — — — — — — — — Execn. Issd 29th June 1773.

Bethia Ashley of Westfield in the County of Hampshire spinster Plt. vs. Ahimaaz Easton of Westfield aforesaid yeoman Deft. in a plea of the Case for that the said Ahimaaz at said Westfield on the Eighth day of February A.D. 1773. by his Note of that date for value recd promised the said Bethia to pay her two pounds and eight Shillings Lawful money within one month from the date of said note. Also for that the said Ahimaaz at said Westfield on the last day of March last past being justly indebted to the said Bethia in another Sum of thirty Shillings lawful money for so much money before that time by him the said Ahimaaz had and received to the use of the said Bethia he the said Ahimaaz then and there in Consideration thereof Assumed on himself and to the said Bethia faithfully promised to pay her the same Sum on demand. Yet the said Ahimaaz tho often requested hath never fulfilled or performed his said promises or either of them but hitherto hath and still doth unjustly neglect and refuse to pay her the same Sum to the damage of the said Bethia eight pounds. the Plt. appears by Samuel Fowler Esqr. her Attor. and the said Ahimaaz tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Bethia do recover against the said Ahimaaz three pounds Eighteen Shillings and six pence of lawful money damages and Cost of Court taxed at one pound eight Shillings and six pence and thereof &c. Ex. is. 29th June 1773.

Ashley vs Easton No. 22

Samuel Clarke of Granville in the County of Hampshire yeoman Plt. vs. Joseph Clark late of Granville aforesaid yeoman Deft. in a plea of the Case for that the said Joseph at said Granville on the fourteenth day of June A.D. 1771 by his note of that date for value recd promised the said Samuel to pay him seven pounds Eight Shillings and six pence lawful money on demand with lawful Interest for the same till paid, yet the said Joseph tho often requested hath

Clark vs Clarke No. 23

Clark vs Clark No. 23 } hath never paid the said Samuel the same but unjustly neglects to pay him to the damage of the said Samuel nine pounds nineteen shillings. the Plt. appears by Samuel Fowler Gent his Attr. and the said Joseph the three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Samuel do recover against the said Joseph Eight pounds five Shillings and ten pence of lawfull money damages and Cost of Court taxed at One pound thirteen Shillings and two pence and thereof &c — Given. Is. 29th Octo. 1773.

Campbell vs Willocks No. 24 } William Campbell of Southwick in the County of Hampshire yeoman Plt. vs. Elias Willocks yeoman and David Willocks yeoman both of Southwick aforesaid Defts. in a plea of the Case for that the said Elias and David at said Southwick on the twentieth day of June last past by their Note of that date for value received promised the said William to pay him or Order Eight pounds lawful money at or before the first day of January then next ensuing the date of said note with lawful Interest for the same sum until paid. Yet the said Elias and David nor either of them tho often requested have ever paid said William the same Sum or any penny thereof but unjustly neglect and refuse to pay him the same to the damage of the said William nine pounds. the Plt. appears by Samuel Fowler Gent. his Attr. and the said Elias and David being three times publickly called make default of appearance here. — Therefore it is Considered by the Court that the said William do recover against the D. Elias and David three pounds ten Shillings and nine pence of lawful money Damages and Cost of Court taxed at one pound ten Shillings and Eleven pence. And now the said Elias and David by John Phelps Gent. their Attr. come here and Appeal from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he Recognizes with Sureties as the Law directs for the said Elias and David prosecuting their D. Appeal with effect as by the said Recognizance on file appears.—

Eager vs Hay- No. 25 } Ashbel Eager of Boston in the County of Suffolk yeoman Plt. vs. Moses Hay late of Warwick in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Moses at said Springfield on the tenth day of September A.D. 1771 by his note of that date for value received promised the said Ashbel (by the name of Moses Hay Junr.) to pay him or Order thirteen pounds and eight pence lawful money on demand with lawful Interest for the same sum till paid. Yet the said Moses tho' often requested hath never paid the said Ashbel the same Sum or any penny thereof but hitherto hath and still doth

unjustly neglect and refuses to pay him to the damage of the said Ash. ell twenty pounds. the Plt. appears by Samuel Fowler Gent his Attr. and the said Moses tho' three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Ashbel do recover against the said Moses fourteen pounds seven Shillings and four pence of Lawful money Damages and Cost of Writ taxed at three pounds three shillings and ten pence and thereof he may have his Execn. — — — Execn. issd 18th May 1773. —

Elipshalet Thorp of Fairfield in the County of Fairfield and Colony of Connecticut yeoman Plt. vs. Gideon Beebe Latelyof Fairfield aforesaid Blacksmith now residing in said Springfield Deft. in a plea of the Case for that said Gideon at s.d Springfield on the first day of December last past was justly indebted to said Elipshalet in the Sum of four pounds nineteen shillings and nine pence halfpenny lawful money by Book Account to balance the same for divers Goods Wares and Merchandizes then before that time sold and delivered by said Elipshalet to said Gideon and for work and labour there before that time done and performed by him the said Elipshalet for him the said Gideon, all at his request and in Consideration thereof said Gideon then and there promised said Elipshalet to pay him the same Sum on demand. Also for that whereas the said Elipshalet had there before that time done and performed for the said Gideon other work and labour, and also had there before that time sold and delivered to said Gideon divers other Goods Wares and Merchandizes at his like special Instance and request in Consideration thereof he the said Gideon there at s.d Springfield on the same first day of December last promised said Elipshalet to pay him for said last mentioned Work Labour Goods Wares and Merchandizes so much money as the same were reasonably worth and as he the said Elipshalet deserved to have therefor on demand. and said Elipshalet says he deserved to have therefor and the same were reasonably worth one other Sum of four pounds nineteen shillings and nine pence halfpenny whereof said Gideon then and there had notice yet said Gideon tho' often requested hath never paid either of said Sums or any penny thereof but neglects and refuses so to do to the damage of the said Elipshalet nine pounds. the Plt. appears by Hosea Ellsworth Esq. his Attr. and the Deft in person and move for a continuance of this action, and it is Considered that the said parties have a day before the Lord the King here until the last Sunday of August next following said third Sunday of May aforesaid. —

(Thorp vs Beebe No 26)

Aaron Clap Junr. of Southampton in the County of Hampshire Husbandman Plt. vs. Abner Smith of Murrayfield in s.d County Husbandman Deft. in a plea of the Case for that the said Abner at Springfield aforesaid on the eighteenth day of July Anno 1771 by his note of that date for value received promised the said Aaron to pay him the Sum of three pounds and four Shillings Lawful money on demand with lawful Interest for the same Sum till paid. yet the said Abner tho' often requested hath not paid the s.d Sum

(Clap vs Smith No 27)

Clap vs Smith No. 27.

Sum to the said Aaron or any part thereof or the Interest thereof but unjustly neglects it to the damage of the said Aaron Six pounds. the Plt. appears by Caleb Strong Junr. Gent. his Attr. and the said Abner tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Aaron do recover against the said Abner three pounds four Shillings and nine pence of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and two pence and thereof he may have his Execn. Exon. 30th. June 1773.

Wells vs Wait No. 28

Samuel Wells of Conway in the County of Hampshire yeoman Plt. vs. Seth Wait late of Whately in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Seth at Whately aforesaid on the twenty ward day of January last past by his Note of that date for value received promised the said Samuel to pay him or Order forty Shillings upon demand with Interest till paid. And also for that the said Seth at Whately aforesaid on the twenty second day of January last past by his other Note of that date for value received promised the said Samuel to pay him a nother Sum of forty Shillings upon demand with Interest till paid. And also for that the said Seth at Whately aforesaid on the twenty second day of January last past by his other note of that date for value received promised the said Samuel to pay him the Sum of forty Shillings by the twenty fourth day of January (meaning Jan.y of then Current) with Interest till paid. Yet the said Seth tho often requested hath not paid the Contents of either of the Notes aforesaid or any part thereof but unjustly neglects to do it to the damage of the said Samuel nine pounds. the Plt. appears by Caleb Strong Junr. Gent his Attr. and the said Seth tho' three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Seth Six pounds two Shillings and four pence of lawful money Damages and Cost of Court taxed at one pound Eighteen Shillings and six pence after which the said Seth by Samuel Barnard Gent. his Attr. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of Septembr. next and he Recognizes with Sureties as the Law directs for the said Seth's prosecuting his Appeal aforesaid with effect as by said Recognizance on file appears.

Church vs Wells No. 29

John Church of Charlestown in the County of Cheshire and Province of New Hampshire Esq. Plt. vs. Elijah Wells of Conway in the County of Hampshire yeoman Deft. in a plea of Trespass on the Case for that whereas the said Elijah on the first day of October A.D. 1767 at a place called Charlestown viz.t at Springfield aforesaid in Consideration that he the said John at the Special Instance and request of the aforesaid Elijah would hire two men to serve and assist the said Elijah in Surveying divers Tracts of Land in the County of Gloucester and Province of New York the.s

Elijah Assumed upon himself and then and there faithfully promised the same John that he the said Elijah would well and truly pay the same John for each of the two men to be hired as aforesaid all the Rate of three Shillings lawful money by the Day for each day in which they should serve and Assist the said Elijah in Surveying the Tracts of land aforesaid and the same John avers that he the said John believing the promise and Assumption aforesaid of the said Elijah, did then and there hire one William Isaacs to serve and Assist the said Elijah in Surveying the Tracts of Land aforesaid for the Space of forty days which said William did serve and Assist the said Elijah according to and the said John says that he the said John in like manner giving Credit to the said promise and Assumption of the said Elijah did also then and there hire one Thos. Hartfield to serve and Assist the said Elijah in Surveying the said Tracts of Land and that the said Thos. Hartfield did serve and Assist the said Elijah in Surveying the Tracts of Land for the Term of forty one Days by reason whereof twelve pounds and nine Shillings to the same John for his service of the said William and Thos according to the Rate and promise aforesaid were due and payable. And also for that whereas the said Elijah on the second day of Octob.r A.D 1767 at Springfield aforesaid was Indebted to the said John in the Sum of Sixteen pounds eleven Shillings and ten pence lawful money for divers Work and Service before that time done and divers Sums of money paid for the said Elijah by the said John at his the said Elijah's Special Instance and Request the particulars of which Service and Sums of money are mentioned in the account annexed to the Writ and being so Indebted the said Elijah in Consideration thereof then and there Assumed on himself and to the said John faithfully promised to pay him the same Sum on demand. and also for that whereas the said Elijah afterwards to wit on the fourteenth day of October A.D 1767 at Springfield aforesaid was Indebted to the same John in another Sum of Sixteen pounds Eleven Shillings and ten pence of lawful money for the like Sums of money by the said Elijah for the aforesaid John and to his use before that time had and received and being so thereof Indebted the same Elijah in Consideration thereof then and there undertook and promised the said John to pay him the same Sums on demand. — And also for that whereas the said Elijah afterwards to wit the same day year and place last mentioned was Indebted to the same John in one other Sum of four pounds two Shillings and seven pence of like Lawful money for the like Sum of money by the same John at the Special Instance and request of the said Elijah and to the use of the said Elijah before that time expended laid out and disbursed and paid and being so thereof Indebted the same Elijah afterwards the same day year and place last aboves.d in Consideration thereof Assumed on himself and to the said John promised to pay him the Sum last aforesaid on demand. Yet the aforesaid Elijah tho often thereto requested hath not performed his several promise. and Assumptions aforesaid, made as aforesd to the said John, or either of them nor hath he paid the several Sums aforesaid to the said John or any part of either of them or any way contented him for the same but unjustly neglects and refuses to do it to the damage of the said John forty pounds. the Pltf. appears by Caleb Strong Junr. Gent. his Attr. and the said Elijah by John —

Church vs Wells- No 29. John Worthington Esq. his Att. come here and move that this action may be Continued, and it is Considered that the s. Parties have a day before the Lord the King here untill the last Tuesday of August next following said third Tuesday of May aforesaid.

Buffenton vs Southworth No 30 Samuel Buffenton of a place called Number five part in the County of Hampshire and part in the County of Berkshire yeoman Plt. vs. Ezekiel Southworth of a place called Number five aforesd yeoman Deft. in a plea of the Case for that the said Ezekiel at Bridgwater viz. at Springfield aforesaid on the eighth day of January A.D. 1772 by his note of hand of that date for value received promised the said Samuel to pay him the sum of twenty pounds (meaning that sum of lawful money) at or before the eighth day of July then next ensuing the date of the said note (with Interest for the same sum till paid. Yet the said Ezekiel tho often requested hath not paid the Contents of the said note to the said Samuel or any part thereof but unjustly neglects it. to the damage of the said Samuel thirty pounds. the Plt. appears by Caleb Strong Esq. his Att. and the said Ezekiel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Ezekiel twenty one pounds Twelve Shillings and eight pence of lawful money Damages and Cost of Court taxed at two pounds three Shillings. And now the d. Ezekiel by Elisha Porter Esq. his Att. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~last~~ fourth Tuesday of September next and he Recognizes with Sureties as the Law directs for the said Ezekiel's prosecuting his said Appeal with effect as by the said Recognizance on file appears.

Brush & Cady- No 31 Robert Brush and Seth Hunt both of Northampton in the County of Hampshire Gentlemen and Joint Dealers in Trade Plts. vs. Jeremiah Cady of Gageborough in the County of Berkshire Gent. Deft. in a plea of Trespass on the Case for that the said Jeremiah at Springfield aforesaid on the fifteenth day of Decemb. A.D. 1772 by his Note of that date for value received promised the said Brush and Hunt to pay them or Order thirty Shillings Lawful money on demand with Interest till paid. And also for that the said Jeremiah on the thirtieth day of April last past at Northampton aforesaid being Indebted to the said Brush and Hunt in the sum of twenty nine pounds nineteen Shillings and three pence three farthings lawful money by Book to Balance Book Accounts according to the Amount annexed to the Writ in Consideration thereof the said Jeremiah then and there undertook and to the said Brush and Hunt faithfully promised to pay them the same sum on demand. And also for that whereas the said Brush and Hunt the same day and year last above. at Northampton aforesaid at the Special Instance and request of the same Jeremiah had sold and delivered to him the said Jeremiah divers Goods—

Wares and Merchandizes of them the said Brush and Hunt the same Jere
miah in Consideration thereof afterwards to wit the same day
and place last mentioned Assumed upon himself and to the said
Brush and Hunt then and there faithfully promised to pay them so
much money as the same Goods Wares and Merchandizes at the
time of the sale and delivery thereof were reasonably worth whenever
after he the said Jeremiah should be thereto requested, and the said
Brush and Hunt in fact say that the same Goods at the time of
the sale and delivery thereof were reasonably worth the Sum of
fifty three pounds ten Shillings and four pence one farthing Law
ful money of which the said Jeremiah there afterwards the same
day had notice. Yet the said Jeremiah tho often thereto requested
hath not paid the Several Sums aforesaid to the said Brush and Hunt
or any part of either of them but unjustly neglects to do it to the
damage of the said Brush and Hunt forty pounds. the Pltfs appear
by Edwd Strong Junr Gent. their Attr. and the said Jeremiah by Elisha
Porter Esq. his Attr. and moves that this Action may be Contin
ued. Therefore it is Considered that the said Parties have a day
before the Lord the King here untill the last Tuesday of August
next following said third Tuesday of May aforesaid.

Robert Brush and Seth Hunt both of Northampton in the
County of Hampshire Gentlemen and Joint Dealers in Trade
Pltfs. vs. Gideon Mixer of Worthington in said County yeoman
Deft. in a plea of Trespass on the Case for that whereas the Gideon
at Springfield aforesaid on the eighth day of May A.D. 1772 be- vs
ing Justly Indebted to the said Brush and Hunt in the Sum Mixer
of thirty eight pounds one Shilling and three pence lawful mo- No. 32
ney for Goods and merchandizes sold and delivered to the said
Gideon by the said Brush and Hunt at the said Gideon's special
Instance and request the same Gideon in Consideration thereof
then and there undertook and to the said Brush and Hunt
faithfully promised to pay him the same Sum on demand
with Interest therefor after three months till paid. And also
for that the said Brush and Hunt afterwards to wit the same
day and year last above. at Springfield aforesaid at the special
Instance and request of the said Gideon sold and delivered to
the said Gideon divers other Goods Wares and Merchandizes
in Consideration thereof the said Gideon then and there As-
sumed on himself and to the said Brush and Hunt faithfully
promised to pay them so much money as the same Goods &
were reasonably worth at the time of the sale and deliver of
thereof whenever after he should be thereto requested and the said
Brush and Hunt in fact say that the same Goods & were at
the time of the sale and delivery thereof were reasonably worth the
Sum of thirty nine pounds three Shillings and eleven pence lawful
money of which the said Gideon afterwards the same day and
place had notice. Yet the said Gideon tho often requested hath not
paid the Several Sums aforesaid to the said Brush and Hunt
or any part thereof but unjustly neglects to do it to the damage

Brush &c vs Mixer No 32 — damage of the said Brush and Hunt fifty pounds &c the Pltfs appear by Caleb Strong Junr Gent their Attr and the said Gideon being out of the Province, the Pltfs by their Attr aforesd move that this Action may be Continued, and the said Parties have a day accordingly before the Lord the King here untill the last Tuesday of August next following said third Tuesday of May aforesd.—

Lane vs Cady No 33 — Ebenezer Lane of Chesterfield in the County of Hampshire yeoman Pltf. vs. Jeremiah Cady of Gageborough in the County of Berkshire Gent. Deft. in a plea of the Case for that the Defendt at Springfield aforesaid on the eighteenth day of March Anno 1773 being justly Indebted to the said Ebenezer in the sum of three pounds and nine Shillings lawful money by Book to balance Book Accounts according to the Account annexed to the Writ the same Jeremiah in Consideration thereof then and there Assumed on himself and to the said Ebenezer faithfully promised to pay him the same Sum on demand. and also for that the said Ebenezer afterwards viz on the eighteenth day of March Anno Dom 1773 at Springfield aforesaid at the Special Instance and request of the said Jeremiah had sold and delivered to the said Jeremiah eleven Sugar Kettles in Consideration thereof the said Jeremiah then and there Assumed on himself and to the said Ebenezer faithfully promised to pay him so much money as the same Kettles were reasonably worth whenever after he should be thereto requested and the said Ebenezer says that the same Sugar Kettles were at the time of the Sale and delivery thereof reasonably worth the Sum of eight pounds and five Shillings lawful money of which the said Jeremiah afterwards the same day there had notice yet the said Jeremiah tho often requested hath not paid the several Sums aforesaid to the said Ebenezer or any part of them but unjustly neglects to do it to the damage of the said Ebenezer eight pounds. this Pltf appears by Caleb Strong Junr Gent his Attr and the said Jeremiah tho three times publickly called to come into Court does not come but makes default of appearance here.— Therefore it is Considered by the Court that the said Ebenezer do recover against the said Jeremiah three pounds nine Shillings of lawful money Damages and Cost of Court taxed at two pounds two Shillings and eight pence. and now the said Jeremiah by Elisha Porter Esq. his Attr comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he recognizes with Surety as the Law directs for the said Jeremiah's prosecuting said Appeal with effect as by s. Recognizance on file may be seen. —

Starr vs Beal dal No 34 — Stephen Starr Junr of Number five part in the County of Hampshire and part in the County of Berkshire yeoman Pltf. vs. Abraham Beal and Joseph Ford both of said Number five yeomen Defts in a plea of the Case for that the said Abraham a. Joseph at Number five viz. at Springfield aforesd by their Note of hand dated July the twenty first Anno 1772.

for value recvd promised the said Stephen to pay him the Sum of fourteen pounds lawful money on or before the first day of May Dollrs with Interest (for the same Sum) till paid. yet the said Abraham and Joseph or either of them tho often requested have not paid the Contents of the said note to the said Stephen or any part thereof but unjustly neglect to do it to the damage of the said Stephen twenty pounds. the Plt. appears by Caleb Strong Junr. Gent. his Attr. and the said Defts. tho three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is Considered by the Court that the said Stephen do recover against the said Abraham and Joseph fifteen pounds and one Shilling of lawful money Damages and Cost of Court taxed at two pounds five Shillings and five pence. And now the said Abraham & Joseph by John Worthington Esq. their Attr. come here and appeal from the Judgement of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire for the Counties of Hampshire and Berkshire on the ~~fourth~~ Tuesday of September next and the Recognizors with Surties as the law directs for the said Abraham and Joseph prosecuting their Appeal aforesaid with effect as by the said Recognizance on file appears.

John Walker of Nicholath in the County of Bristol yeoman Plt. vs. Nathan Torrey now resident in Deerfield in the County of Hampshire yeoman Deft. in a plea of the Case for that whereas the said Nathan at said Springfield on the fourth day of September Anno Dom. by his note of that date for value recvd promised the said John to pay him the Sum of nine pounds five Shillings and ten pence meaning that Sum of lawful money within Six months from the date of said Note with Interest meaning the lawful Interest thereof till paid. yet the said Nathan tho often thereto requested hath never paid the same or any penny thereof but neglects it to the damage of the said John Eleven pounds. the Plt. appears by Woodbridge Little Esq. his Attr. and the said Nathan tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said John do recover against the said Nathan ten pounds five Shillings and one penny of lawful money damages and Cost of Court taxed at three pounds two Shillings and eight pence and thereof &c. Ex. issd 11th June 1773. (Walker vs. Torrey No 35)

Daniel Merrills of Hartford in the County of Hartford and Colony of Connecticut Trader and George Merrills of Hartford aforesaid Trader and an Infant under the age of twenty one years and which said George sues by Jonathan Bliss Esq. of Springfield aforesaid his next friend Plts. vs. Reuben Taylor of South Hadley in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Reuben at said Springfield on the first day of May Instant being Indebted to the said Daniel and George in the Sum of Six pounds eighteen Shillings and eight pence lawful money for Sundry Goods (Merrills vs Taylor No 36)

Merrills vs Taylor No. 36

Goods Wares and Merchandizes there before that time sold and delivered to the said Reuben at his Speicial Instance and request by the said Daniel and George he the said Reuben then and there in Consideration thereof Apurnd on himself and promised the said Daniel and George to pay them the same sum on demand. Also for that whereas the said Reuben there afterwards on the same day in Consideration that the said Daniel and George had there before that time sold and delivered to the said Reuben at his like Speicial Instance divers other Goods Wares and Merchandizes afurnid on himself and then and there promised the said Daniel and George to pay them so much money therefor as the same Goods Wares and Merchandizes were at the time of the Sale and delivery thereof reasonably worth on demand and the said Daniel and George in said Say that the same Goods Wares and Merchandizes were at the time of the Sale and delivery thereof reasonably worth another Sum of Six pounds eighteen Shillings and eight pence like money wch at Springfield aforesaid of all which the said Reuben then and there had notice yet the said Reuben tho often requested hath not paid the several sums aforesaid or either of them to the said Daniel and George or either of them but he neglects and refuses to do it to the damage of the said Daniel and George twelve pounds the said Daniel appears by Jonathan Bliss Esq. their Attorney who is likewise admitted to appear as next friend to the said George. and the said Reuben tho three times publicly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Daniel and George do recover against the said Reuben Taylor Six pounds eighteen Shillings and eight pence of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and ten pence. Ex is. 23. June 1773

Hunt vs Hamilton No. 37

Samuel Hunt of Chesterfield in the County of Hampshire yeoman Plt. vs. John Hamilton of Pelham in said County yeoman Deft. in a plea of the Case for that said John at said Chesterfield on the nineteenth day of October Dr 1772 by his note of that date for value recived promised said Samuel to pay him thirteen pounds six Shillings and eight pence lawful money on demand with lawful Interest for the same till paid. Yet said John tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Samuel fifteen pounds. the Plt. appears by Simeon Strong Esq. his Att. and the said John tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said John thirteen pounds and Sixteen Shillings of lawful money Damages and Cost of Court taxed at One pound Seventeen Shillings and ten pence. after all which the said John by Elisha Porter Esq. his Att. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire

and Berkshire on the Last Thursday of September next and he Recognizes with Surelies as the Law directs for the said Johns prosecuting this said Appeal with effect as by the said Recognizance on file may be seen. —

Samuel Hunt of Chesterfield in the County of Hampshire yeoman Plt. vs. Elijah Williams of Pelham in said County yeoman Deft. in a plea of the Case for that said Elijah at said Springfield on the nineteenth day of January A.D. 1773. by his Note of that date for value received promised said Samuel to pay him or his Order twelve pounds twelve shillings and two pence three farthings lawful money on demand with lawful Interest for the same till paid. Yet said Elijah tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Samuel fifteen pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Elijah tho three times publickly called to come into Court doth not come but makes default & Ms. Therefore it is Considered by the Court that the said Samuel do recover against the said Elijah twelve pounds twenty shillings and three pence one farthing of lawful money Damages and Cost of Court taxed at one pound twenty shillings and ten pence. And now the said Elijah by Elisha Porter Esq. his Attr comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the Last Thursday of September next and he Recognizes with Surelies as the Law directs for the said Elijahs prosecuting s.d Appeal with effect as by the said Recognizance on file appears. — — Hunt vs Williams. No 38

Simeon Strong of Amherst in the County of Hampshire Esq. Plt. vs. Caleb Holden late of Shelburn in said County yeoman Deft. in a plea of the Case for that the said Caleb at said Amherst on the fourteenth day of May A.D. 1771 by his Note of that date for value received promised one Solomon Boltwood to pay him or his Order the sum of thirty nine Shillings lawful money on demand with the lawful Interest thereof until paid. and also for that the said Caleb there on the same day and year by his other Note of that date for value also received promised the said Solomon to pay him or his Order one other sum of thirty nine Shillings like lawful money on demand with the lawful Interest of the same Sum until paid. — and also for that the said Caleb at said Amherst on the same day and year by his other Note of that same date for value also received promised the same Solomon to pay him or his Order one other sum of thirty nine Shillings like lawful money on demand with the lawful Interest of that same sum until paid. and afterwards viz. on the same fourteenth day of May at Amherst aforesaid the said Solomon by his Indorsements on the backs of each of those several Notes with his proper hand thereto subscribed ordered the Contents of each of those several Notes then wholly due and unpaid to be paid to the said Simeon for value received of all which the said Caleb then and there instantly had Notice and so became liable to pay the Contents of each of the said Notes to the said Simeon agreable to the tenor of the same Notes as above? and being so liable he the? Caleb then and there in Consideration thereof promised the said Simeon to pay him the said several sums abovementioned with the lawful Interest of each of them according to the tenor of the same several Notes abovementioned. Yet the said Caleb tho often requested has never paid either of the said Strong vs Holden. No 39

Strong vs Holden No. 39

said Sums or in any manner performed either of his said promises but wholly neglects and refuses to do it to the damage of the said Simeon ten pounds. the Pltf appears in his own proper person and the said Caleb tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Simeon do recover against the said Caleb five pounds five Shillings and three pence of lawful money Damages and Cost of Court taxed at one pound seventeen Shillings and thirty pence and thereof he may have Execn. Execn. is. 28th 1773.

Snow vs Swubler No. 40

Josiah Snow of Southadley in the County of Hampshire yeoman Pltf. vs. Phillips Swubler of Lamister in the County of Worcester Gent. Deft. in a plea of the Case for that said Phillips at S. Northampton on the fourth day of November A.D. 1771 by his Note of that date for value received promised said Josiah to pay him the Sum of Six pounds Sixteen Shillings lawful money within six months from said Date with lawful Interest for the same till paid. Yet said Phillips tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Josiah eight pounds. the Pltf. appears by Simeon Strong Esq. his Attr. and the said Phillips tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Josiah do recover against the said Phillips seven pounds Eight Shillings and Eight pence of lawful money Damages and Cost of Court taxed at one pound eighteen Shillings and eleven pence and thereof he may have Execn. Ex. is. 28th May 1773

Hendrick vs Carrier No. 41

James Hendrick of Amherst in the County of Hampshire yeoman Pltf. vs. Isaiah Carrier of Belchertown in said County yeoman Deft. in a plea of the Case for that said Isaiah at S. Amherst on the fifth day of October A.D. 1772 by his Note for value received promised the said James to pay him or his Order the Sum of four pounds three Shillings and Six pence Lawful money on demand with lawful Interest for the same until paid. Yet said Isaiah tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said James Six pounds. the Pltf. appears by Simeon Strong Esq. his Attr. and the said Isaiah tho three times publickly called to come into Court doth not come but makes default of Appearance here. — Therefore it is Considered by the Court that the said James do recover against the said Isaiah four pounds Six Shillings and eight pence of lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and two pence and thereof he may have his Execn. Execn. Is. 28th May 1773. —

Field vs Pitch No. 42

John Field of Amherst in the County of Hampshire Gent Pltf. vs. Israel Pitch of a place called the Acheulot Equivalent in the County of Berkshire Gent. Deft. in a plea of the Case for that whereas the said John and said Israel at said Amherst on the eighth day of June A.D. 1769 accounted together of and Examining divers Sums of money before that time due from said Israel to said John and then in Arrear and unpaid. on the Stating

of which account he the said Israel was found in Arrear to said John in the Sum of two pounds four Shillings and five pence and one fifth part of a penny Lawful money for Consideration whereof the said Israel then and there promised said John to pay him the same Sum on demand. Yet said Israel tho' often requested hath never paid the same or any part thereof but neglects it to the damage of the said John five pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Israel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Israel two pounds four Shillings and five pence and one fifth of a penny of lawful money Damages and Cost of Court taxed at one pound eighteen shillings and two pence and thereof he may have his Execn.

Execn. is. 12th May 1774

Thomas Barrister of Brookfield in the County of Worcester yeo Barrister man Plt. vs. John Adams of Amherst in the County of Hamp- vs shire yeoman Deft. in a plea of the Case for that said John at Adams said Amherst on the first day of September A D 1772 by his Note N. 193 of that date for value recived promised said Thomas to pay him the value of four pounds lawful money in good Parchment Bur Skins within three months from the date, with lawful Interest from said Date untill paid. and the said Thomas says he was always ready to receive the same accordingly. Yet said John tho' often requested hath never paid the same or any part thereof but ought to it to the damage of the said Thomas seven pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said John tho' three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Thomas do recover against the said John four pounds three Shillings and six pence of lawful money Damages and Cost of Court taxed at one pound Sixteen Shillings and ten pence and thereof he may have his Execn.

Execn. is. 28th May 1773

Samuel Billing Junr. of Hardwick in the County of Worcester Billings yeoman Plt. vs. Jonathan Firth of Shelburne in the County of vs Hampshire yeoman Deft. in a plea of the Case for that said Jona- Firth than at said Springfield on the twenty ninth day of April N. 114 A D 1772 by his Note of that date for value recived promised the said Samuel to pay him or his Order four pounds Eleven Shillings and six pence lawful money on demand with lawful Interest for the same untill paid. Also in that said Jonathan at said Springfield on the thirtieth day of January A D 1773 by his Note for value recived promised the said Samuel to pay him or his Order Six pounds five Shillings and ten pence lawful money on demand with lawful interest for the same till paid. Also for that said Jonathan at said Springfield on the last day of Feby. A D 1773 owed the said Samuel one pound three Shillings and three pence lawful money for Sundry Articles of Amount contained in the

Billings vs Fish No. 151

the Amount annexed to the Writ and then and there in Consideration thereof promised said Samuel to pay him the same Sum on demand yet the said Jonathan tho often requested hath never performed either of his said promises but neglects it to the damage of the said Samuel fifteen pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Jonathan tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Samuel do recover against the said Jonathan twelve pounds eight Shillings and six pence of lawful money Damages and Cost of Court taxed at two pounds and two pence. And now the said Jonathan by Samuel Barnard Gent. his Attr. comes here and appeals from the Judgment of this Court to the Supreme Court of Judicature &c next to be holden at Springfield within and for the County of Hampshire on the last Tuesday of Septemr next and he recognizes with Surties as the Law directs for the said Jonathan's prosecuting his said Appeal with effect as by the said Recognizance on File may be seen. ——

Selden vs Bartlett No. 15

Samuel Billings Junr. of Hardwick in the County of Worcester yeoman Plt. vs. Moses Bartlett of a place called Murrayfield in the County of Hampshire yeoman Deft. in a plea of the — Case for that said Moses at said Springfield on the nineteenth day of July A.D. 1770 by his Note for value received promised said Samuel to pay him or his Order fourteen Shillings and nine pence three farthings lawful money on demand with lawful Interest for the same till paid. Also for that said Moses at s.d Springfield on the fourteenth day of January A.D. 1772 by his other Note for value received promised said Samuel to pay him or his Order three pounds one Shilling and ten pence three farthings lawful money on demand with lawful Interest for the same till paid. also for that said Moses at said Springfield on the twenty fourth day of October A.D. 1772 by his Note for value received promised one Joseph Hinds to pay him or his Order eight hundred nine Boards wortht twenty two Shillings within one year from the same date at Noah Marshs Mill in Ware. and afterwards to wit on the last Day of Febry last past the said Joseph by Indorsement according to Law assigned the same Note to the Plt. in Consideration whereof the said Moses promised said Samuel to pay him the Contents of the same Note then being wholly unpaid on demand. Also for that said Moses at said Springfield on the last day of February A.D. 1773 said the said Samuel seven Shillings and four pence farthing lawful money for Sundry Articles of Account contained in the Account Annexed to the Writ and then and there in Consideration thereof promised said Samuel to pay him the same sum on demand yet said Moses tho often requested hath never performed his said promises or either of them but neglects it to the da-

nage of the said Samuel Eight pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Moses tho' three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Samuel do recover against the said Moses two pounds fifteen shillings and seven pence of lawful money Damages and Cost of Court taxed at two pounds two shillings and ten pence and thereof he may have his Execn. Execn. Is? 28th May 1773.

Josiah Chauncy of Amherst in the County of Hampshire Esq. Plt. vs. Josiah Moodey of Amherst aforesaid yeoman Deft. in a plea of the case for that said Josiah Moodey at said Amherst on the twenty fifth day of February Anno 1772 by his note of that date for value recived promised s? Chauncy to pay him Eighteen pounds three shillings within three months from said Date with lawful Interest for the same from and after s? time of payment itt paid. Also for that whereas the said Josiah Chauncy at said Amherst on the last day of November last past had at the Instance and request of the said Moodey sold and delivered to said Moodey divers Goods Wares and Merchandizes and also at his like request done and performed certain Labor and Services for said Moodey he the said Moodey then and there in Consideration thereof promised said Chauncy to pay him so much money as the s? Chauncy reasonably deserved to have for the same Goods Wares Merchandizes Labour and Services on demand, and the said Chauncy says he reasonably deserved to have therefor four pounds ten shillings whereof said Moodey then and there had notice. Yet said Moodey tho often requested hath never paid the same or any part thereof nor ever performed his said promises or either of them but neglects it to the damage of the s? Chauncy twenty four pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Moodey tho' three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Chauncy do recover against the said Moodey thirteen pounds twelve shillings and eight pence of lawful money Damages and Cost of Court taxed at one pound thirteen shillings and two pence. and thereof &c. — Execn. Is? 30th March 1774

Chauncy vs Moodey No. 46

John Pebbles of Pelham in the County of Hampshire yeoman Plt. vs. William Powers late of Greenwich in s? County yeoman Deft. in a plea of the Case for that said William at said Pelham on the first day of July Anno 1771 by his note of that date for value recived promised said John to pay him or his Order the sum of three pounds eight shillings and nine pence lawful money on demand with lawful Interest for the same and all said yet said William tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said. —

Pebbles vs Powers No. 47

Pebbles vs Powers No. 47 — said John six pounds the Plt. appears by Simeon Strong Esq. his Attr. and the said William tho' three times publickly called to come into Court doth not come but makes default of appearance. Therefore it is Considered by the Court that the said John do recover against the said William four pounds and nine pence of lawful money Damages and Cost of Court taxed at one pound fourteen shillings and eight pence and thereof he may have his Execn. — Execn. Dd. 28th May 1773

Parsons vs Pelch No. 48 — David Parsons of Amherst in the County of Hampshire Clerk Plt. vs. Israel Pelch late of Gageborough in the County of Berkshire Gent. Deft. in a plea of the Case for that said Israel at said Amherst on the fifteenth day of August D 1767 by his Note of that date for value received promised said David to pay him or his Order the Sum of five pounds sixteen Shillings lawful money on or before the fifteenth day of February then next with the lawful Interest for the same till paid yet said Israel tho' often requested hath never paid the same or any part thereof but neglects it to the damage of the said David six pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Israel tho' three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said David do recover against the said Israel two pounds fourteen shillings and nine pence of lawful money Damages and Cost of Court taxed at one pound eighteen shillings and two pence and thereof he may have his Execn. — Execn. is. May 12th 1774

Dalrymple vs. Shad- No. 49 — Andrew Dalrymple of Shutesbury in the County of Hampshire Gent. Plt. vs. Ezra Shadd of Amherst in said County yeoman Deft. in a plea of the Case for that said Ezra at said Amherst on the twenty sixth day of March D 1772 by his note of that date for value received promised said Andrew to pay him the Sum of eight pounds lawful money within six months from the date of the same Note with the lawful Interest for the same till paid. yet said Ezra tho' often requested hath never paid the same or any part thereof but neglects it to the damage of the said Andrew ten pounds. — the Plt. appears by Simeon Strong Esq. his Attr. and the said Ezra tho' three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Andrew do recover against the said Ezra Eight pounds Eleven Shillings and two pence of lawful money Damages and Cost of Court taxed at One pound Sixteen Shillings and ten pence and thereof he may have his Execn. Execn. Dd. 22. June 1773. —

Hitchcock vs Stearns No. 50 — Luke Hitchcock of Greenwich in the County of Hampshire Gent. Plt. vs. Elazer Stearns of Greenwich aforesaid yeoman Deft. in a plea of the Case for that said Elazer at said Greenwich on the fifteenth day of December D 1772 by-

his Note of that date for value recived promised said Luke to pay him or his Order the Sum of four pounds twelve Shillings lawful money on demand with lawful Interest for the same until paid. Also for that said Glover at said Granville on the same Day and year and the said Luke six Shillings for one Scythe by said Luke to said Glover at his Special Instance and request there before that time sold and delivered in Consideration whereof said Glover then and there promised the said Luke to pay him the same Sum on demand yet said Glover tho' often requested hath never performed either of his said promises but neglects to do it to the damage of the said Luke Eight pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Glover tho' three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Luke do recover against the said Glover five pounds and five pence of Lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings and ten pence and thereof he may have his Execn. - - - - - Execn. Issd 28th May 1773.

John Updike of Providence in the County of Providence and Colony of Rhode Island in New England Merchant Plt. vs. Samuel What lately of Murrayfield in the County of Hampshire yeoman Deft. in a plea of trespass on the Case for that whereas he the said Samuel on the Sixteenth day of May A.D. 1771 at a place called Providence in Springfield aforesaid by his Note for ballance due for flower promised the said John to pay him or Order Six pounds nineteen Shillings and one penny lawful meaning lawful money of the Province of Massachusetts Bay with Interest meaning the lawful Interest thereof till paid. Yet the said Samuel has not paid the Contents of the said Note nor any part thereof to him the said John altho he has been by him often thereto required but he has hitherto wholly refused and still refuses to do it to the damage of the said John ten pounds. the Plt. appears by Joseph Hawley Esq. his Attr. and the said Samuel tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Samuel Seven pounds four Shillings and eight pence of lawful money Damages and Cost of Suit taxed at two pounds ten Shillings and Six pence and thereof he may have his Execn. - - - - - Execn. Issd 7th June 1773.

Updike vs. What No. 51

Samuel Bradstreet of Boston in the County of Suffolk Merchant Plt. vs. Josiah Maddy late of Amherst in the County of Hampshire Yeoman Deft. in a plea of Trespass on the Case for that whereas he the said Josiah on the fifteenth day of June A.D. 1771 at a place called Boston in Springfield aforesaid by his Note for value recived promised the said Samuel to pay him or Order nineteen pounds three Shillings and four pence lawful money on or before the fourteenth day of September then next and if not paid then the lawful Interest thereof till paid yet the said Josiah has not paid the Contents of the said Note nor any part thereof to him the said Samuel altho he has been by him often thereto requested but he has hitherto wholly refused and still refuses to do it to the damage of

Bradstreet vs. Maddy No. 52

Bradstreet vs Moody No. 52

of the said Samuel twenty five pounds. the Plt. appears by Joseph Hawley Esq. his Attr. and the said Josiah tho' three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Josiah fourteen pounds fourteen Shillings and ten pence of lawful money Damages and Cost of Court taxed at two pounds twenty-one Shillings and Six pence. after which the said Josiah by Simeon Strong Esq. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the Fourth Tuesday of September next and the Recognizors with Surties at the Law directed for the said Josiah's prosecuting said Appeal with effect as by the said Recognizance on file may be seen.

Thomson vs Hall No. 53

Jonathan Thomson of Brimfield in the County of Hampshire Gent. Plt. vs. John Hall of Gageborough in the County of Berkshire Gent. Deft. in a plea of Trespass on the Case for that whereas he the said John on the thirteenth Day of January last at a place called Gageborough in Springfield aforesaid by his Note for value recived promised the said Jonathan to pay him or Order the Sum of twenty two pounds fourteen Shillings (meaning that Sum of the lawful money of the Province of the Massachusetts Bay) on demand with Interest (meaning the lawful Interest thereof) till paid. Yet the said John hath not paid the Contents of the said Note nor any part thereof to him the said Jonathan although he has been by him often thereto requested but he hath hitherto wholly refused and still refuses to do it to the damage of the said Jonathan thirty pounds. the Plt. appears by Joseph Hawley Esq. his Attr. and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said John twenty three pounds three Shillings and ten pence of lawful money Damages and Cost of Court taxed at one pound Eighteen Shillings and three pence as he may have his Execution. — Execution. Dated 7th June 1773.

Hitchcock vs Chandler No. 54

Daniel Hitchcock lately of Northampton in the County of Hampshire Gent. Plt. vs. Joseph Chandler lately of Gageborough in the County of Berkshire yeoman Deft. in a plea that the said Joseph render to him the said Daniel fourteen pounds seven pence and two farthings Lawful money which to him he owes and from him unjustly detains for this to wit that whereas the said Daniel by the Consideration and Judgment of the Justices of the Inferiour Court of Common pleas holden at Springfield within and for the County of Hampshire on the Last Tuesday of August Anno 1771 recovered of the said Joseph ten pounds nineteen Shillings and nine pence two farthings Lawful money Damages and three pounds and ten pence Cost of Court as by the Record of the said Judgment before the Justices of said Inferiour Court remaining fully appears which Judgment is still in its full force wholly unre-

Satisfied unrewarded and unpaid for all tho' the said Daniel has sued out one Writ of Execution on the said Judgment and Committed the same Writ to the Sheriff of the County of Berkshire to be executed yet he has long since returned said Writ into the Clerks Office of this honourable Court wholly unsatisfied whereby action hath accrued to the said Daniel to demand and have of the said Joseph the said Sum of fourteen pounds seven pence two farthings lawful money Sum nor any part thereof to him the said Daniel but he has hitherto altogether denied and still denys to do it to the damage of the said Daniel twenty pounds the Plt. appears by Joseph Hawley Esq. his Attr. and the said Joseph Chandler tho' three times publickly called to come into Court doth not come but makes default of appearance here. - Therefore it is Considered by the Court that the said Daniel do recover against the said Joseph fifteen pounds nine shillings and nine pence two farthings of lawful money Debt and Damages and Costs of suit taxed at two pounds thirteen shillings and three pence. Excep. Dd. 7th June 1773. -

---

Simeon White of Williamsburgh in the County of Hampshire yeoman Plt. vs. Seth Tubs of Williamsburgh aforesaid yeoman Deft. in a plea of the Case for that whereas the said Simeon on the twenty fifth day of February last past at Williamsburgh aforesd. had sold and delivered to the said Seth divers Goods Wares and Merchandizes at his the said Seths Special Instance and request in Consideration thereof the said Seth afterwards the same day and place assumed upon himself and to the said Simeon faithfully promised to pay him so much money as the same Goods Wares and Merchandizes were reasonably worth at the time of the Sale and delivery thereof whenever after he should be thereto requested and the said Simeon in fact says that the same Goods Wares and Merchandizes were at the time of the Sale and delivery thereof reasonably worth the sum of five pounds seven shillings and five pence lawful money of which the said Seth afterwards to the same day had Notice. yet the said Seth tho' often requested hath not paid the aforesaid Sum to the said Simeon or any part thereof but unjustly neglects to do it to the damage of the said Simeon ten pounds. the Plt. appears by Caleb Strong Junr. Gent. his Attr. and the said Seth tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Simeon do recover against the said Seth five pounds seven shillings and five pence of lawful money Damages and Cost of suit taxed at one pound Seventeen shillings and three pence. And now the said Seth comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within and for the County of Hampshire on the fourth last Tuesday of September next and he Recognizes with Surety as the Law directs for his prosecuting his said Appeal with effect. as by the said Recognizance on file may be seen.

White vs Tubbs No. 55

White vs. Bebee No. 56 } Simeon White of Williamsburgh in the County of Hampshire yeoman Plt. vs. Thomas Bebee of Williamsburgh aforesd yeoman Deft. in a plea of the Case for that whereas the said Simeon on the thirtieth day of December A.D. 1772 at Williamsburgh aforesaid at the Special Instance and request of the said Thomas had sold and delivered to the said Thomas divers Goods Wares and Merchandizes of him the said Simeon in Consideration thereof the said Thomas afterwards the same Day and place assumed on himself and to the said Simeon faithfully promised to pay him so much money as the same Goods Wares and Merchandizes at the time of the Sale and delivery thereof were reasonably worth whensoever after he the said Thomas should be thereto requested, and the said Simeon in fact says that the same Goods Wares and Merchandizes were at the time of the Sale and delivery thereof reasonably worth the Sum of four pounds Seventeen Shillings and Six pence lawful money of which the said Thomas afterwards the Same Day had notice. yet the said Thomas tho often requested hath not paid the said Sum to the said Simeon or any part thereof but unjustly neglects it to the damage of the said Simeon eight pounds. the Parties appear by their respective attys. and pray for a Continuance of this action the Deft. being unable to attend — and it is Considered that the said Parties have a day before the Court the thirty accordingly until the last Tuesday of August next following said third Tuesday of May aforesaid.

Amsden vs Gould No. 57 } John Amsden of Deerfield in the County of Hampshire yeoman Plt. vs. Jeremiah Gould of Shutesbury in said County yeoman Deft. in a plea of the Case for that the said Jeremiah at said Deerfield on the sixth day of July A.D. 1772 by his Note of that date for value received promised the said John to pay him or Order nine pounds and five Shillings on or before the Seventh day of July (meaning on or before the Seventh day of July aforesaid) with lawful Interest for the same till paid — yet the said Jeremiah tho often requested and altho the time set and limited in said Note for the payment of said Sum is long since past hath never paid the same nor any penny thereof but unjustly neglects and wholly refuses to do it to the damage of the said John twelve pounds. the Plt. appears by Jonathan Ashley Esq. his Attr. and the said Jeremiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Jeremiah Nine pounds fourteen Shillings and eight pence of lawful money Damages and Cost of Court taxed at one pound nineteen Shillings and four pence. and therefore Execn. &c. 15th July 1773. —

Shattuck vs Merriman No. 58 } William Shattuck of Montague in the County of Hampshire yeoman Plt. vs. Abel Merriman of Conway in said County yeoman Deft. in a plea of the Case for that said Abel at said Springfield on the first

day of February last past by his Note of that date for value received promised the said William to pay him two pounds Six Shillings and three pence on demand with lawful Interest for the same till paid. Yet the said Abel tho' often requested hath never paid the same nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said William four pounds. the Plt. appears by Jonathan Ashley Esq. his Attr. and moves that this action may be Continued the Deft. being out of the Province — and it is Considered that the said Parties have a Day Further untill the last Thursday of August next following said third Tuesday of May aforesaid.

Amsden vs Smiths No 59

John Amsden of Deerfield in the County of Hamps. shire yeoman Plt. vs. Ephraim Smith yeoman and Stephen Smith yeoman both of Arbfield in said County Defts. in a plea of the Case for that the said Ephraim and Stephen at said Arbfield on the twenty eighth day of Octob. Dr 1772 by their Note of that date for value received then and there promised the said John to pay him thirteen pounds Six Shillings and one penny at or before the first day of May then next after the date of said Note with lawful Interest for the same till paid yet the said Ephraim and Stephen tho often requested and altho the time set and limited in said Note for the payment of said Sum is long since past have never paid the same nor any part thereof but they unjustly neglect and wholly refuse to do it to the damage of the said John fifteen pounds. the Plt. appears by Jonathan Ashley Esq his Attr. and the said Ephraim and Stephen tho three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Ephraim and Stephen thirteen pounds fourteen Shillings and eleven pence of lawful money Damages and Cost of Suit taxed at two pounds seven Shillings and four pence and thereof he may have his Execn. Execn. Dd 29th June 1773.

Root vs Adams No 61

Joseph Root of Montague in the County of Hampshire Esq Plt. vs. John Adams of Amherst in said County yeoman Deft. in a plea of the Case whereupon the said Joseph complains that whereas the said John on the thirtieth day of July A. 1772 at Springfield aforesaid according to the Usage and Custom of Merchants time out of mind used and approved of made his Inland Bill of Exchange commonly called an Order subscribed with his own hand bearing date the same day and year and directed the same Bill to one Benjamin Dyer by which said Bill the said John requested him the said Benjamin to pay to him the said Joseph upon demand the contents of a certain Note on the back whereof the said Bill was made bearing date the eleventh day of July Dr 1772 the Contents of which Note then being three pounds four Shillings and 6d even pence of the lawful money of the Province of the Massa-

Root
vs
Adams
No. 61

Massachusetts Bay in New England and the Interest of said Sum at Six per Cent by the year from the said Eleventh day of July to the aforesd. thirtieth day of July and afterwards to wit on the tenth day of August in the same year at Springfield aforesd. the said Joseph gave notice to the said Benjamin of the said Bill and that and there requested him to accept the same and to pay the money therein Contained according to the Usage and Custom of Merchants aforesaid and according to the tenor of the same Bill but the said Benjamin then and there refused to accept the same Bill and to pay the money therein Contained. and the said Joseph afterwards to wit the same Day last mentioned at Springfield aforesaid gave notice thereof to the said John. by reason of which premisses and also by force of the said Custom of Merchants the sum of said and approved of, the said John became and is liable to pay the said Sum with the Interest thereof to the said Joseph and he the said John being so liable afterwards to wit the same day last mentioned at said Springfield in Consideration of the premises promised the said Joseph that he would pay to him the same Sum with the Interest thereof when he should be thereto required. tho' the said John tho' often requested has not paid said Sum nor the Interest thereof but refuses and neglects to do it to the damage of the said Joseph as the Plt. appears by William Billings Esq. his Attr. and the said John tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Joseph do recover against the said John three pounds Eight Shillings and three pence of lawful money Damages and Cost of Suit taxed at One pound Eighteen Shillings and four pence and the said may have his Execn. Execn. Issd 26th June 1773.—

Shaw
vs
Briggs
No. 62

Daniel Shaw of Ashfield in the County of Hampshire yeoman Plt. vs. John Briggs of Ashfield aforesd. yeoman Deft. in a plea of the Case for that the said John at Ashfield aforesaid on the Eleventh day of October Decr. 1772. by his note for value received promised the said Daniel to pay to him the Sum of four pounds ten Shillings lawful money within six months from the date of said Note with the lawful Interest of the same Sum till paid. Yet the said John tho' often requested has not paid said Sum but wholly refuses and neglects to do it to the damage of the said Daniel five pounds. the Plt. appears by William Billings Esq. his Attr. and the said John tho' three times publickly called to come into Court doth not come but makes default & appearance here. Therefore it is Considered by the Court that the said Daniel do recover against the said John four pounds Eighteen Shillings and four pence of lawful money Damages and Cost of Court taxed at two pounds four Shillings and ten pence and thereof he may have his Execn. Ex. is. 26th June 1773.

William
vs
Gray et
No. 63.

Israel Williams of Hatfield in the County of Hampshire Esq. Plt. vs. Edward Gray Gent. and Abijah Waterm..

yeoman both of Lenox in the County of Berkshire Defts in a plea of the Case for that whereas the said Edward and Adonijah at said Springfield on the Sixteenth day of October D 1771 by their note of that date for value recvd jointly and severally promised the said Israel to pay him or his Order the sum of twenty three pounds six shillings and one penny Lawful money on demand with the Lawful Interest thereof till paid. Yet the said Edward and Adonijah or either of them tho often thereto requested have never paid the same or any penny thereof but they and each of them wholly neglect it to the damage of the said Israel thirty pounds. the Plt. appears by William Billings Esq. his Attr. and the said Edward and Adonijah tho three times publickly called do not come into Court but make Default of appearance here. Therefore it is Considered by the Court that the said Israel do recover against the said Edward and Adonijah twenty five pounds nineteen Shillings and nine pence of Lawful money Damages and Cost of Court taxed at two pounds one Shilling and ten pence and thereof &c. Exeon. Dd 11th June 1773.

Israel Williams Junr of Hatfield in the County of Hampshire Gent. Plt. vs. Ezra Shood of Amherst in said County Labourer Deft. in a plea of the Case for that the said Ezra at Hatfield aforesaid on the twenty second day of September last past by his note of that date for value recvd promised the said Israel to pay him two pounds one Shilling and five pence on demand with Interest thereon till paid. Yet the said Ezra tho often requested hath never performed his promise made as aforesaid or any part thereof but wholly denies to do it to the damage of the said Israel three pounds. the Plt. appears by William Billings Esq. his Attr. and the said Ezra tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Israel do recover against the said Ezra two pounds three Shillings and one penny of Lawful money Damages and Cost of Court taxed at One pound Sixteen Shillings and four pence and thereof &c. Exit. 17th May 1774

Williams vs Shood N. 64

David Field of Deerfield in the County of Hampshire Gent. Plt. vs. Stephen Suttle of Montague in the County aforesaid yeoman Deft. in a plea of the Case for that the said Stephen at said Deerfield on the twenty first day of April D 1772 by his Note of that date for value recvd promised the said David to pay him six pounds twelve Shillings and eleven pence Lawful money on demand with Lawful Interest for the same untill paid yet the said Stephen tho often thereto requested hath never paid the Contents of said Note nor any part thereof but he unjustly neglects and wholly refuses to pay it to the damage of the said David nine pounds. the Plt. appears by Samuel Field Gent. his Attr. and the said Stephen tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore

Field vs Suttle N. 65

Field vs Tuttle No. 65

Therefore it is Considered by the Court that the said David do recover against the said Stephen Seven pounds one Shilling and one penny one farthing of lawful money Damages and Cost of Court taxed at two pounds one Shilling and five pence, and thereof he may have his Execn.

Idem vs Clarke No. 66

David Field of Deerfield in the County of Hampshire Gent. Plt. vs. Matthew Clarke 2d. of Colrain in said County yeoman Deft. in a plea of the Case for that the said Matthew at Colrain aforesaid on the twenty third day of March Anno Dom 1773 by his Note of that date for value recived promised one Robert Patterson to pay him or his order the sum of two pounds Eight Shillings and eight pence to be paid by the twenty first day of March then next with Interest after six months from the date of said Note, and the said Robert afterwards to wit the same Day and year at Colrain aforesaid by his Indorsment on the back of the same Note in writing by him Subscribed for value recived Ordered the Contents of said Note then wholly unpaid to be paid to the said David according to the tenor of said Note of all which the said Matthew there Instantly had Notice and so became liable to pay the same to the said David and being so liable he then and there promised to pay him the same according to the tenor thereof Yet the said Matthew tho' often thereto requested hath never paid Contents of said Note nor any penny thereof but he unjustly neglects and refuses to do it to the damage of the said David four pounds, the Plt. appears by Samuel Field Gent. his Att'. and the said Matthew tho' three times publickly called to come into Court doth not come but makes default of appearance Therefore it is Considered by the Court that the said David do recover against the said Matthew two pounds ten Shillings and six pence of Lawful money Damages and Cost of Court taxed at two pounds two Shillings and nine pence, and thereof he may have Ex.

Idem vs Ballard No. 67

David Field of Deerfield in the County of Hampshire Gent. Plt. vs. David Ballard of Montague in said County yeoman Deft. in a plea of the Case for that the said Ballard at said Deerfield on the twenty seventh day of July A.D. 1771 by his Note of that date for value recived promised the said Field to pay him two pounds and ten Shillings on demand with lawful Interest for the same until paid. Yet the said Ballard tho' often thereto requested hath never paid the Contents of said Note nor any part thereof but he unjustly neglects to do it to the damage of the said Field four pounds. the Plt. appears by Samuel Field Gent. his Att'. and the said Ballard tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said David Field do recover against the said Ballard two pounds fifteen Shillings and four pence two farthings of Lawful money Damages and Cost of Suit taxed at two pounds one Shilling and nine pence and thereof he may have his Execn.

Nichols vs Mr. Lankester No. 68

Joseph Nichols of Deerfield in the County of Hampshire yeoman Plt. vs. Thomas McLanteyer yeoman and William Powers yeoman both of a place called Halfield Equivalent in s'd County Defts.

in a plea of the Case for that the said Thomas and William at said Springfield on the twenty fourth day of April last past by their note of that date for value recived Jointly and Severally promised the said Joseph to pay him the Sum of Eight pounds fifteen Shillings lawful money by the first day of July then next with the lawful Interest of said Sum if not paid by the first of July and tho' said yet the said Thomas and William or either of them tho often requested have never paid the same or any part thereof but unjustly neglect and refuse to do it to the damage of the said Joseph twelve pounds the Plt. appears by Samuel Barnard Gent. his Attr. and the said Defts tho three times publickly called to come into Court do not come but make default of appearance here. Therefore it is Considered by the Court that the said Joseph do recover against the said Thomas and William nine pounds four Shillings and four pence two farthings of lawful money Damages and Cost of Court taxed at two pounds two Shillings and eight pence and thereof, &c. Given. &c. 5th June 1773

Asa Bacon of Ashfield in the County of Hampshire yeoman Plt. vs. Jonathan Oakes of Conway in said County yeoman Deft. in a plea of the Case for that the said Jonathan at said Springfield on the twenty first day of July last past by his note in writing under his hand of that date for value recived promised the said Asa to pay him the sum of ten pounds lawful money by the first day of May then next with the lawful Interest of the same till paid yet the said Jonathan tho often requested has never paid the same or any part thereof but unjustly neglects it. to the damage of the said Asa fifteen pounds. the Plt. appears by Samuel Barnard Gent. his Attr. and the said Jonathan tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Asa do recover against the said Jonathan ten pounds nine Shillings and ten pence of lawful money Damages and Cost of Court taxed at two pounds one Shilling and ten pence. And now the said Jonathan by Jonathan Ashley Esq. his Attr. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the Last Thursday of September next and he the Recognizes with Sureties as the Law directs for the said Jonathan's prosecuting his Appeal with effect as by the said Recognizance on file may be seen.

Bacon vs Oakes No 69

Alexander Forbes of Deerfield in the County of Hampshire yeoman Plt. vs. Caleb Sharp of Conway in said County Labourer Deft. in a plea of the Case for that the said Caleb at said Springfield on the second day of Octobr. 1771 by his note of that date for value recived promised the said Alexander to pay him the Sum of two pounds Seven Shillings and seven pence lawful money on demand with the lawful Interest of the same till paid yet the said Caleb tho often requested has never paid the same or any part thereof but unjustly neglects it to the damage of the said Alexander four pounds. the Plt. appears by Samuel Barnard Gent. his Attr. and the said Caleb tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the

Forbes vs Sharp No 70

Forbes vs Sharp No. 70

the Court that the said Alexander do recover against the said Caleb two pounds twelve Shillings and two pence of lawful money Damages and Cost of Court taxed at one pound nineteen Shillings and seven pence and therof he may have his Exon. Execution Issued 5th June 1773.

Dickinson vs Ashley No. 71

Nathaniel Dickinson of Deerfield in the County of Hampshire Gent. Plt. vs. Joseph Ashley Junr. of Sunderland in s. County yeoman and a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of said County Deft. in a plea of the Case for that the said Joseph at said Springfield on the Sixteenth day of November last past by his note of that date for value received promised the said Nathaniel to pay him or his Order the Sum of twelve pounds lawful money by the first day of May then next with the lawful Interest of said Sum from said time of payment until paid. Yet the said Joseph tho often requested has never paid the same or any part therof but unjustly neglects it to the damage of the said Nathaniel fifteen pounds. the Plt. appears by Samuel Barnard Gent. his Attr. and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Nathaniel do recover against the said Joseph twelve pounds and eight pence lawful money Damages and Cost of Court taxed at one pound Eighteen Shillings and Seven pence. And now the said Joseph by Jonathan Ashley Esq. his Attr. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he recognizes with Securities as the Law directs for the said Joseph his prosecuting his Appeal aforesaid with effect as by the Recognizance on file appears.

Fowler vs Taylor No. 72

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt. vs. Eldad Taylor Esq. of Westfield aforesaid Deft. in a plea of the Case for that whereas the said Bildad at s. Westfield on the last day of December last past had sold and delivered to the said Eldad Sundry Goods Wares and Merchandizes at his Special Instance and request he the said Eldad then and there in Consideration therof undertook and promised the s. Bildad to pay him therefor so much money as the same Goods Wares and Merchandizes were reasonably worth on demand and the said Bildad in fact saith that the same Goods Wares and Merchandizes were reasonably worth at the time of the Sale and delivery therof the Sum of one hundred and fifty pounds lawful money of which the said Eldad then and there Instantly had notice from the said Bildad yet the said Eldad tho often thereto requested hath not performed his s. promise but he wholly neglects it to the damage of the said Bildad one hundred and fifty pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Eldad by John Worthington Esq. his Attr.

comes here and prays leave to Imparl to the next Term the Plt. having filed no Account against him, and it is granted him and the said Parties have a day accordingly before the Lord the King here until the last Sunday of August next following said third Sunday of May aforesaid.

Martin Read of Southwick in the County of Hampshire yeoman Plt. vs. Timothy Barbank of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Timothy at said Springfield on the twenty ninth day of December A.D. 1771 by his Note of that date for value recived promised the said Martin to pay him the Sum of twelve Dollars (which the Plt. says is Equal to three pounds twelve Shillings lawful money) at or before the last day of June then next following the date of said Note and the Plt. saith that the time given for payment hath long since elapsed. yet the said Timothy tho often requested hath not performed his said promise but Refuseth it to the damage of the said Martin three pounds. the Plt. appears by John Phelps Esqr. his Attr. and the said Timothy tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Martin do recover against the said Timothy two pounds five Shillings and four pence of lawful money damages and Cost of Court taxed at one pound ten Shillings and Six pence and thereof he may have his Execution. Costs. 1st June A.D. 1773. —

Read vs Barbank No 73

Moses Drake of Westfield in the County of Hampshire yeoman Plt. vs. William Hinsdale of Westfield aforesaid yeoman Deft. in a plea of trespass for that the said William at said Westfield on the third day of February Current with force and arms to wit with his fists and feet an Assault made upon him the said Moses then therein the peace of our Lord the King and him beat wounded and willfully treated so that his life was in great danger, and then and there did to him other Enormities against the peace of our Lord the King and Contrary to Law &c to the damage of the said Moses fifty pounds. the Parties come here in their proper persons and agree to refer this action and all other demands subsisting between them to the final determination and award of Messrs. John Manly Elisha Parks and Zachariah Burt Junr. Arbitrators mutually elected and named by the said Parties, or any two of them to be made upon the premises and returned into this Court as soon as may be, and the said Parties have a day before the Lord the King here until the last Sunday of August next following said third Sunday of May aforesaid.

Drake vs Hinsdale No 74

John Root of Southwick in the County of Hampshire yeoman Plt. vs. Israel Loomis of Southwick aforesaid yeoman Deft. in a plea of trespass on the Case for that the said Loomis at S. Southwick on the twenty third day of April A.D. 1771 by his note of that date for value recived promised the said John to pay him Sixty Bushels of good Merchantable wheat at four Shillings by the Bushel and deliver the same at the said Loomis's House

Root vs Loomis No 76

Root vs Loomis No. 75

House at or before the first day of Febry then next following the date of said Note with the lawful Interest thereof till paid and the said John says he has always been ready at the time of Delivery to receive said Wheat. yet the said Loomis tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said John fifteen pounds. the Plt. appears by John Phelps Esqr. his Attr. and the said Israel tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said John do recover against the said Israel thirteen pounds ten Shillings and two pence of lawful money Damages and Cost of Court taxed at one pound ten Shillings and six pence and thereof he may have his Execn. Execn. issd 28th May 1773.

Ingersoll vs Granger No. 76

John Ingersoll of Westfield in the County of Hampshire Esq. Plt. vs. Asher Granger late of Springfield in said County yeoman Deft. in a plea of the Case for that whereas the said John at said Westfield on the last day of February last had sold and delivered to the said Asher at his Special Instance and request Sundry Goods Wares and Merchandizes the said Asher then and there in Consideration thereof faithfully promised the said John to pay him therefor so much money as the same Goods Wares and Merchandizes were reasonably worth on demand and the said John in fact says that the same Goods Wares and Merchandizes were reasonably worth at the time of the sale and delivery thereof the Sum of twelve pounds lawful money of which the said Asher then and there had notice from the said John. yet the said Asher tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said John fifteen pounds. the Plt. appears by John Phelps Esqr. his Attr. and the said Asher tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Asher twelve pounds of lawful money Damages and Cost of Court taxed at one pound six Shillings and ten pence and thereof he may have Execn. Ex. issd 28th May 1773.

Thindall vs Burbank No. 77

William Thindall late of Springfield in the County of Hampshire yeoman Plt. vs. Timothy Burbank of said Springfield yeoman Deft. in a plea of the Case for that the said Timothy at said Springfield on the ninth day of November A.D. 1771 by his note of that date for value recd. promised the said William Thindal to pay him forty Shillings meaning that Sum of forty Shillings lawful money by the fifteenth day of December then next following the date of said Note with the lawful Interest thereof till paid.— yet the said Timothy tho often thereto requested hath not per-

performed his said promise but he wholly neglects it to the damage of the said William three pounds. the Plt. appears by John Phelps Gent. his Att.y and the said Timothy tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said William do recover against the said Timothy two pounds three Shillings and eight pence of lawful money Damages and Cost of Court taxed at One pound Seven Shillings and six pence and thereof he may have his Execn. Execn. is.d 22.d June 1773.

Samuel Mather of Westfield in the County of Hampshire Physician Plt. vs. Job Smith of Springfield in said County yeoman Deft. in a plea that the said Job render to the said Samuel four pounds nine Shillings and two pence which to the Plt. he owes and from him unjustly detains and whereon the Plt. says that at an Inferiour Court of Common pleas holden at Springfield within and for the County of Hampshire on the third Tuesday of May in the Eleventh year of his Majesty's Reign by the Judgment of the same Court he recovered against the said Job two pound Eighteen Shillings and four pence lawful money for his Damages by reason of the said Job's not performing of his promise before that time made to the Plt. and also one pound ten Shillings and ten pence for his Costs and Charges by him about his suit in that behalf Expended whereof the said Job is Convict as by the Record thereof in s.d Court remaining is fully manifest and appears which Judgment yet remains in its full force and effect not satisfied nor reversed and altho' the plt. afterward sued out one Writ of Execn. thereon viz. on the twenty fifth day of July D.m 1771 yet the sums so as aforesaid recovered were never levied thereby and the return day thereof long since passed the same is wholly unsatisfied and the same sums wholly unpaid whereby an action hath accrued to the Plt. to demand and have of the said Job the said four pounds nine Shillings and two pence Nevertheless the said Job tho often requested hath never paid the same or any part thereof but he wholly neglects it to the damage of the said Samuel Seven pounds. the Plt. appears by John Phelps Gent. his Att.y and the said Job tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Job four pounds nineteen Shillings and nine pence of lawful money Damages and Cost of Court taxed at One pound Seven Shillings and eight pence and thereof he may have his Execn. Execn. is.d 20.th May 1773.

Mather vs Smith No. 48

John Phelps of Westfield in the County of Hampshire Gent. Plt. vs. Stephen Hiscock of Pittsfield in the County of Berkshire yeoman Defl. in a plea of the Case for that the said Stephen at said Springfield on the tenth day of November last past by his note of that date for value received promised one Elijah Leonard to pay him or Order the Sum of Seven pounds one Shilling and five pence lawful money on demand with In-

Phelps vs Hiscock No. 49

Philips
vs
Hunch
No. 79

Interest till paid and afterwards at said Springfield on the thirteenth day of March last past no part of the Contents of said note having been paid to the said Elijah he the said Elijah by his Endorsement on the back of said note with his own proper hand subscribed Indorsed the same over to the said John and by his said Indorsement he said Elijah directed and ordered said Stephen to pay the Contents of said note then wholly due and unpaid to the said John the Plt. or his Order for value of him received whereof the said Stephen then and there Instantly had notice and by reason thereof became Chargable and liable to pay the Contents of the said note to the said John on demand and in Consideration thereof he the said Stephen then and there undertook and promised the said John to pay him the same on demand But the said Stephen tho often thereto requested has not performed his said promise but he wholly neglects it to the damage of the said John nine pounds. the Plt. appears in his own proper person and the said Stephen tho three times publickly called to come into Court doth not come but makes Default of appearance here. — Therefore it is considered by the Court that the said John do recover against the said Stephen seven pounds six shillings and two ~~pence~~ farthings of lawful money Damages and Cost of Court taxed at one pound fifteen shillings and two pence and thereof the may have his Exon. Exon. Dd. 8th May 1773. —

Cleaveland
vs
Daniell
No. 80

Ezra Cleaveland of Worthington in the County of Hampshire yeoman Plt. vs. Nathaniel Daniell Junr. of Worthington aforesaid yeoman Deft. in a plea of the Case for that the said Nathaniell at said Worthington on the twenty ninth day of October last past by his Note of that date for value recd. promised the said Ezra to pay him or his Order the sum of twelve pounds and ten Shillings lawful money at the first day of March then next following the date of said note with Interest till then ensuing with the lawful Interest from the date of s^d. Note till paid. Yet the said Nathaniel tho often thereto requested hath not performed his s^d. promise but wholly neglects it to the damage of the said Ezra twelve pounds. the Plt. appears by John Phelps Gent. his Att^y. and the s^d. Nathaniel tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is considered by the Court that the said Ezra do recover against the said Nathaniel nine pounds Eighteen Shillings of lawful money Damages and Cost of Court taxed at two pounds one Shilling and three pence and thereof he may have ex. Ex^on. 28th May 1773 —

Deane
vs
Edgarton
No. 81

Silas Deane of Wethersfield in the County of Hartford and Colony of Connecticut Gent. Plt^s. vs. Elijah Edgarton of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Elijah at said Springfield on the fifteenth day of July last past by his Note of that date for value recd. promised the said Silas to pay him or Order two pounds and Sixteen Shillings lawful money on demand and lawful Interest until

untill paid. Yet the said Elijah tho often thereto requested hath not performed his said promise but hee wholly neglects it to the damage of the said Silas four pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Elijah tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Silas do recover against the said Elijah two pounds Eighteen shillings and nine pence of lawful money Damages and Cost of Court taxed at One pound fifteen shillings and three pence and thereof he may have his Ex. Ex. is. 27th. May 1773.

Robert Hazzard of Westfield in the County of Hampshire yeoman Plt. vs. Reuben Williams late of Westfield aforesaid yeoman Deft. in a plea of Trespass on the Case for that the said Reuben at said Westfield on the nineteenth day of Novemb. last past by his Note of that date for value received promised the said Robert to pay him or Order fourteen pounds lawful money on demand. Yet the said Reuben tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Robert fifteen pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Reuben tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Robert do recover against the said Reuben fourteen pounds of lawful money Damages and Cost of Court taxed at One pound ten shillings and nine pence. And now at this time the said Reuben by Samuel Fowler Gent. his Attr. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the last fourth Sunday of September next and he recognizes with Sureties as the law directs for the said Reuben's prosecuting said appeal with effect as by the recognizance on file may be seen. ———

Hazzard vs Williams No. 82

Isahel Hathaway of Suffield in the County of Hampshire Gent. Plt. vs. Joel Moor of Southwick in said County yeoman Deft. in a plea of the Case for that the said Joel at said Southwick on the twenty sixth day of October last past by his Note of that date for value received promised the said Isahel to pay him four pounds Eleven shillings and two pence lawful money by the fifteenth day of December then next following the date of said Note with the lawful Interest till paid and the Plt. avers the day given for payment of said Note hath elapsed. Yet the said Joel tho often requested thereto hath not performed his said promise but he wholly neglects it to the damage of the said Isahel four pounds the Plt. appears by John Phelps Gent. his Attr. and the said Joel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Isahel do recover against the said Joel the sum of four pounds fourteen shillings and four pence of lawful money Damages and Cost of Court taxed at One pound nine shillings and ten pence and thereof he may have his Execn. ——— Execn. Issd 27th May 1773. ———

Hathaway vs Moor No. 83

Lee Junr. vs Collon- No. 84 — Timothy Lee Junr. of Farmington in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Gideon Collon of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Gideon at said Springfield on the Eleventh day of Septr. last past by his Note of that date for value there received promised the said Timothy to pay him the Sum of three pounds lawful money within two months and fifteen days from the date of said Note with Interest from the time of payment till paid in which time of payment is long since passed yet said Gideon tho often thereto requested hath never paid said Sum or Interest or any money thereof to the Plt. but unjustly refuses it to the damage of the said Timothy four pounds. the Plt. appears by Justin Ely Gent. his Attr. and the said Gideon tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Timothy do recover against the said Gideon three pounds one Shilling and Eight pence of lawful money damages and Cost of Court taxed at one pound fourteen Shillings and eight pence and thereof he may have his Execn. Execn. 4th June 25th 1773.

White vs Abbot No. 85 — Joel White of Bolton in the County of Hartford Esq Pltf vs. Joseph Adna Abbot late of Tolland in s. County and Colony of Connecticutt yeoman Deft. in a plea of the Case for that said Joseph at a place called Bolton in s. Springfield on the twentieth day of October A. 1763 by his Note of that date for value there received promised the said Joel to pay him the Sum of Seven pounds money on demand with lawful Interest till paid. Yet said Joseph tho often thereto requested hath never paid s. Sum or Interest or any money thereof to the Plt. but unjustly refuses it to the damage of the said Joel thirteen pounds. the Plt. appears by Justin Ely Gent. his Attr. and the s. Joseph tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Joel do recover against the said Joseph Adna Eleven pounds and seven pence of lawful money Damages and Cost of Suit taxed at one pound fourteen Shillings and two pence and thereof he may have his Execn. Execn. 4th 25th June 1773.

Leonard vs Millers Exr. No. 86 — Benjamin Leonard Junior of Springfield in the County of Hampshire yeoman Pltf vs. Martha Miller of s. Springfield Widow and Executrix of the last Will and Testament of John Miller late of s. Springfield yeoman deced Deft. in a plea of the Case for that said John Miller at said Springfield on the last day of December A. 1769 (he being then alive) was Justly Indebted to the Plt. in the Sum of three pounds seventeen Shillings lawful money for the like Sum of money laid out and expended by the said Benjamin before that time at the Special Instance and request of the s. John for

and to the use of the said John and being so Indebted in Consideration thereof the said John then and there promised the Plt. to pay him the same Sum on demand. Also for that whereas at said Springfield the same day in Consideration that the said Benjamin had before that time at the special Instance and request of the said John done and performed certain Labour and Services for the said John he the said John then and there undertook and faithfully promised the said Benjamin that he would Content and pay the said Benjamin so much money as the said Benjamin reasonably deserved to have for the same Labour and Services whensoever after he should be thereto required. and the said Benjamin in fact saith that he reasonably deserved to have from the said John for the said Labour and Services the further Sum of Eight Shillings and two pence of which the said John there the same day had notice from the said Benjamin Yet said John tho often thereto requested never fulfilled either of his said promises nor paid either of said Sums to the said Benjamin in his life time neither hath the said Martha tho often thereto requested ever paid either of sd. Sums or any penny of either of them to the Plt. since the death of the said John but unjustly detains it to the damage of the said Benjamin Seven pounds. the Plt. appears by Curtis & Ely his Attys and the Deft. by Jonathan Bliss Esq. her Atty. and refer their action to the final determination and award of Col. Benjamin Day and Dr. Nathaniel Brewer who now at this Term do Report that having duly heard the Parties with their Witnesses &c and Considered the same do judge award and determine that the said John Miller was Indebted to the said Benjamin the Sum of four pounds eight Shillings and four pence which Sum they do award to the said Benjamin in full Satisfaction of his Demand. with the Costs of this Reference being Seventeen Shillings.

Therefore it is Considered by the Court that the said Benjamin do recover against the said Martha four pounds Eight Shillings and four pence of lawful money Damages and Cost of Suit taxed at two pounds three Shillings and nine penny and thereof she may have her Execution. — — — Execution. 27th May 1773.

Solomon Miller of Springfield in the County of Hampshire yeoman Plt. vs. Luke Day Junr. of Springfield aforesd. yeoman Deft. in a plea of the Case for that said Luke at said Springfield on the thirtieth day of November Instt. by his note of that date for value there received promised the Plt. to pay him or Order Eight pounds ten Shillings by the first day of May then next with Interest from the time of payment until paid which time of payment is long since past. Also for that said Luke at said Springfield on the nineteenth day of June Instt. by one other Note of that date for value there received promised the Plt. to pay him Eighty Gallons of good West India Rum in two months from the date of said Note with Interest from the time of payment to be delivered at a place called William

Miller vs Day No. 87

Miller vs Day — No. 87

William Thrasher's Store in Hartford to wit in said Springfield and the Plt. in fact says he has always been ready at s.d Store to receive the said Sum according to the tenor of said Note. and that the said Sum was reasonably worth the Sum of Three Shillings. by the Gallon. Yet said Luke tho often thereto requested has never paid said Sum or any way fulfilled his said promises or either of them to the Plt. but neglects it to the damage of the said Miller twenty five pounds. the Plt. appears by Porter his Atty. and the said Luke tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the Pl.t. Miller do recover against the said Luke twenty one pounds and nine pence of lawful money damages and Cost of Court taxed at one pound five Shillings and eight pence and the said may have his Exon. Exon. is.d 5th June 1793. —

White vs Dodge — No. 88

Elijah White of Bolton in the County of Hartford and Colony of Connecticutt yeoman Plt. vs. Amos Dodge late of East Windsor in said County of Hartford yeoman Deft. in plea of the Case for that said Amos at said Springfield on the fourth day of March last past by his note of that date for value then received promised the said Elijah to pay him two pounds twelve shillings and eight pence on demand with lawful Interest till paid. Yet said Amos tho often thereto requested hath never paid s.d Sum or Interest or any penny thereof to the Plt. but unjustly neglects it to the damage of the said Elijah four pounds. — the Plt. appears by Porter his Atty and the said Amos tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Elijah do recover against the said Amos two pounds Sixteen Shillings and five pence of lawful money Damages and Cost of Court taxed at two pounds and two pence and thereof he may have his Exon. Ex. is. 25th June 1793

Chenevard vs Waite — No. 89

John Chenevard of Hartford in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Seth Wait of Ashfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Seth at a place called Hartford in said Springfield on the Seventeenth day of September last past by his note of that date for value then received promised the said John to pay him or Order in two months after the date of said Note the full and just Sum of Seventeen pounds Eleven Shillings lawful money with the lawful Interest after the time of payment until paid which time of payment is long since past. Yet said Seth No. often thereto requested hath never paid said Sum or Interest or any penny thereof to the Plt. but unjustly neglects it to the damage of the said John twenty pounds. the Plt. appears by Porter his Atty. and the said Seth tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by

the Court that the said John do recover against the said Sitts Wait Eighteen pounds one Shilling and six pence of lawful money Damages and Cost of Court taxed at two pounds and four pence.
and now the said Sitts by Samuel Barnard Gent. his Att.y comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he Recognizes with Surties as the Law directs for the said Sitts prosecuting said Appeal with effect as by the Recognizance on file may be seen.

Comfort Sage of Middletown in the County of Hartford and Colony of Connecticut Merchant Plt. vs. Said City of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that whereas the said Comfort at said Springfield on the last day of March last past had before that time at the Special Instance and request of the said Said sold and delivered to him the said Said divers Goods Wares and Merchandizes of him the said Comfort, he the said Said in Consideration thereof then and there undertook and promised the said Comfort that he the said Said would well and truly content and pay him the said Comfort so much money as such Goods Wares and Merchandizes so sold and delivered to the said Said were reasonably worth at the time of the sale and delivery thereof whenever after he should be thereto required and the said Comfort in fact saith that the said Goods Wares and Merchandizes sold and delivered to the said Said as above were at the time of the sale and delivery thereof reasonably worth the sum of One hundred and Seventy Eight pounds three Shillings lawful money at said Springfield of which the said Said then and there had notice from the said Comfort of which sum the said Said hath paid One hundred and fifty three pounds five Shillings being part thereof and the residue being twenty four pounds Eighteen Shillings is still due and unpaid. Yet said Said tho often thereto requested hath never paid the last mentioned sum of twenty four pounds Eighteen Shillings or any way fulfilled his said promise to the Plt. but unjustly neglects it to the damage of the said Comfort twenty six pounds. the Plt. appears by Justin Ely Esqr. his Att.y and the said Said by Jonathan Bliss Esq. his Att.y and Refer their Action to Deacon Jonathan White Daniel White and John Morgan Their determination Award and Report to be final. and it is agreed by the Plt. that the Deft. shall have the same Advantage of his Account before the Referees, as if it had been filed in Season any Court day before the Term. and the said Parties have a day Given until the last Tuesday day of August next following said third Tuesday of May aforesaid.

Sage vs Ely No 90

Noah Washburn of Hartford in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Solomon Stoddard Esq. Sheriff of Hampton in the County of Hampshire and Sheriff of the same County Deft. in a plea of Trespass on the Case for that whereas he the said Noah at the Inferiour Court of Common Pleas holden at said Springfield on the third Tuesday of May in the Eleventh year of his Majesty's Reign by the Consideration of the same Court he recovered Judgment against one William Mear of Southwick in

Washburn vs Stoddard No 91

Washburn vs Haddar Vt. 91

in said County yeoman for the sum of two pounds four shillings lawful money Damages and one pound Eighteen shillings and four pence for his Costs and Charges by him about his suit in that behalf expended as by the Record thereof before the same Court remaining manifestly appears. and afterwards to wit the said Noah on the thirty first day of August in the Eleventh year of his Majestys Reign sued out an Alias writ of Execution of that date in due form of Law upon the Judgment aforesaid under the Seal of the same Court and under the hand of the Clerk of the same Court directed to the Sheriff of s? County of Hampshire his under Sheriff or Deputy and returnable into the next Court on the second Tuesday of November then next (the first Writ of Execn. on the same Judgment having been lodged the said thirty first day of August returned wholly unsatisfied) and afterwards to wit on the same thirty first day of August at Springfield aforesaid he the s? Noah delivered the said Alias writ of Execn. to one Moses Dewey then and there an under Sheriff or Deputy under the said Solomon to be executed and returned according to Law. nevertheless he the said Moses Dewey not regarding the Duty of his office but contriving to defraud the said Noah in this particular never levied and satisfied unto the said Noah the aforesaid sum with two shillings and Eleven pence for that and a former writ of Execn. as he was thereby commanded. neither hath he the said Moses or the said Solomon ever any ways executed or returned said Alias Writ of Execn. by means whereof he the s? Noah hath wholly lost the benefit of his said Judgment, and the said Noah says that said Judgment as yet remains in its full force not reversed or any ways satisfied and so that he the s? Solomon is liable and Answerable in Law for the non feasance and Negligence aforesaid of the said Moses Dewey his said Deputy in his said office and that the same is to the damage of the s? Noah the sum of six pounds. the Plt. appears by Justin Ely Gent. his Atty and the said Solomon tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the s? Noah do recover against the said Solomon four pounds twelve shillings and nine pence of lawful money Damages and Cost of Court taxed at five pounds Twenty Shillings and four pence

And now the said Solomon by John Phelps Gent. his Atty comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature to be next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he Recognizes with Surties as the Law directs for the said Solomons prosecuting s? Appeal with effect as by the said Recognizance on file may be seen.

Brooks & al vs Smith No 92

V. Robert Bruch of Northampton in the County of Hampshire Gent. and George Bruch of Springfield in s? County Gent. Plt? vs. Solomon Hobbard Esq. of Northampton in s? County and Sheriff of the same County Deft. in a plea of trespass on the Case for that whereas the s? Robert and

George at the Inferiour Court of Common pleas holden at said Springfield on the last Tuesday of August in the Eleventh year of his Majesty's Reign by the Consideration of the same Court they recovered Judgment against one Abner Hill of Westfield in said County yeoman for the Sum of four pounds thirteen Shillings and one penny lawful money Damages and one pound seventeen Shillings for their Costs and Charges by them about their Suit in that behalf expended as by the Record thereof before the same Court remaining manifestly appears on which Judgment the Pltfs afterwards sued out two Writs of Execn. both of which more long since Returned wholly unsatisfied and after the Return day thereof viz. on the nineteenth day of Feby in the twelfth year of his Majesty's Reign they sued out a plurius Writ of Execn. on the Judgment aforesaid of that date in due form of law under the Seal of the same Court and under the hand of the Clerk of s.d Court directed to the Sheriff of s.d County of Hampshire his under Sheriff or Deputy and Returnable into the same Court on the third Tuesday of May then next and afterwards to wit on the same nineteenth day of February at Springfield aforesaid they the said Robert and George delivered the said Plurius Writ of Execn. to one Moses Dewey then and ever since and under Sheriff or Deputy under the s.d Solomon to be executed served and Returned according to Law nevertheless he the said Moses Dewey not regarding the duty of his Office but contriving to defraud the said Robert and George in this particular never mind and satisfied unto the said Robert and George or either of them the aforesaid Sums with five Shillings and eight pence more for that and two former Writs of Execn. as he was thereby commanded neither hath he the said Moses or the s.d Solomon ever any ways executed or returned the s.d plurius Writ of Execn. by means whereof they the said Robert and George have wholly lost the benefit of their s.d Judgment and therefore Robert and George say that the said Judgment as yet remains in its full force not reversed or any ways satisfied and that he the said Solomon is liable and answerable in Law for the Neglect and Malfeasance aforesaid of the s.d Moses Dewey his s.d Deputy in their s.d Office and that by means of the premises the said Robert and George have not yet had their Execution of the said Judgment but the same is to the damage of the said Robert and George two pounds &c. the Pltfs appear by Justin Ely Gent. their Attr. and the said Solomon tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Robert and George do recover against the s.d Solomon seven pounds three Shillings and nine pence of lawful money Damages and Cost of Suit taxed at one pound fourteen Shillings and eight pence and now at this time the s.d Solomon by Solon Phelps Gent. his Attr. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~fourth~~ Tuesday of September next and he Recognizes with Sureties as the Law directs for the said Solomon's prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Morton vs. Selden No. 93

Timothy Morton of Springfield in the County of Hampshire Physician Plt. vs. Ebenezer Selden of said Springfield yeoman Deft. in a plea of the case for that Ebenezer at said Springfield on the twenty fifth day of August last past by his note of that date for value received promised the said Timothy to pay him or Order four pounds six Shillings and seven pence on demand with Interest till paid. yet Ebenezer tho often thereto requested hath never paid Debt, nor Interest or any penny thereof to the Plt. but unjustly neglects it to the damage of the said Timothy six pounds. the Plt. appears by Justin Ely Gent. his Attr. and the said Ebenezer tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Timothy do recover against the said Ebenezer four pounds ten Shillings and four pence of lawful money damages and Cost of Court taxed at one pound six Shillings and three pence. Att. 25th June 1773.

White vs. Jones No. 94

Elijah White of Bolton in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Obadiah Jones late of East Windsor in said County of Hartford yeoman Deft. in a plea of the Case for that said Obadiah at said Springfield on the twenty third day of December last past by his note of that date for value then received promised the said Elijah to pay him the Sum of Seventeen pounds Seventeen Shillings and nine pence lawful money on demand with lawful Interest till paid. yet said Obadiah tho often thereto requested hath never paid said Sum or Interest or any penny thereof to the Plt. but unjustly neglects it to the damage of the said Elijah twenty pounds. the Plt. appears by Justin Ely Gent. his Attr. and the said Obadiah tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Elijah do recover against the said Obadiah Eighteen pounds Six Shillings and four pence of lawful money damages and Cost of Court taxed at one pound fifteen Shillings and ten pence. And now the said Obadiah by Jonathan Ellis Esq. comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within and for the County of Hampshire on the last Tuesday of September next and the Recognizors with Surties as the Law directs for the said Obadiah is prosecuting his said Appeal with effect as by the said Recognizance on file appears

Brooks vs Wait No. 95

Robert Brooks of Northampton in the County of Hampshire Gent. and George Brooks of Springfield in said County Gent. Plts. vs. Moses Wait of Springfield aforesaid yeoman Deft. in a plea of the Case for that whereas at said Springfield on the last day of March last past the said Robert and George had before that time at the special Instance and request of the said Moses sold and delivered to him the said Moses divers Goods Wares and Merchandize of them the said Robert and George to the said Moses in Consideration thereof then and there undertook and promised the Plts. to pay them therefor so much money as the same Goods Wares and Merchandize so sold and delivered to the said Moses were reasonably worth at the—

at the time of the sale and delivery thereof whenever after he should be thereto required. and the Pltf. in fact say that the said goods Wares and Merchandizes were at the time of the sale and delivery thereof reasonably worth the sum of ten pounds twelve Shillings and three pence lawful money &c. being part of which the said Mans there the same day had Notice from the Pltf. of which sum the said Nathl hath paid and satisfied the sum of seven pounds ten Shillings and six pence halfpenny being part thereof and the residue of said sum being three pounds one Shilling and eight pence halfpenny is still due and unpaid. yet the said Mans tho often thereto requested hath never paid said last mentioned sum or any penny thereof to the Pltf. or either of them but unjustly neglects & refuses to the damage of the said Robert and George five pounds. the Pltf. appear by Austin Ely Gent. their Attr. and the said Mans tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Robert and George do recover against the said Nathl Mans two pounds sixteen Shillings and eight pence two farthings of lawful money Damages (by their Consent) and Costs of Court taxed at one pound nine Shillings and ten pence and thereof &c. Dat. 28th September 1773.

James Mitchel Junr. of Withersfield in the County of Hartford and Colony of Connecticutt yeoman Pltf. vs. Nathaniel Saylor of Monson in the County of Hampshire yeoman Deft. in a plea of the Case for that said Nathaniel at a place called Hartford in said Springfield on the third day of March A. 1768 by his Note of that date for value then received promised the Pltf. to pay him two pounds twelve Shillings and six pence lawful money at or before the last day of June then next with Interest after the time of payment till paid which time of payment is long since past yet said Nathaniel the often thereto requested hath never paid said sum or Interest or any penny thereof to the Pltf. but unjustly neglects it to the damage of the said James Six pounds. the Pltf. appears by Austin Ely Gent. his Attr. and the Deft. by John Worthington Esqr. his Attr. and move that this Action may be continued with this agreement that neither party have Travel or Recognizance at next term.
and it is Considered that the said parties have a day before the Court the thing here until the last Tuesday of August next following the third Tuesday of May aforesaid. —

Mitchel vs Saylor No. 96

Samuel Granger yeoman and Saml Allen yeoman both of Suffield in the County of Hampshire Pltfs. vs. Elijah Leonard of said Suffield yeoman Deft. in a plea of the Case for that said Elijah the Deft. by said on the twenty third day of December last past by his Note of that date for value then received promised the Pltfs. to pay them nine pounds fourteen Shillings and two pence on demand with Interest till paid yet said Elijah tho often thereto requested hath never paid said sum or Interest or any penny thereof to the Pltfs. or either of them but unjustly neglects it to the damage of the said Samuel and Saml nine pounds nineteen Shillings. the Pltfs. appears by Austin Ely Gent. their Attr. and the said Elijah tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Samuel and Saml do recover against the said Elijah ten pounds ten Shillings and seven-

Granger & ux vs Leonard No. 97

Granger & vs Leonard No. 97

lawful money Damages and Cost of Court taxed at One pound Seven Shillings and ten pence. And now the said Elijah by John Phelps Esqr. his Attr comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth ~~last~~ Sunday of September next and he Recognizes with Sureties as the Law directs for the said Elijah prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Britton & vs Wilder No. 98

William Britton of Rutland in the County of Worcester yeoman Plt. vs. John Wilder of Shutesbury in the County of Hampshire yeoman Deft in a plea of the Case for that s. John at Springfield aforesaid on the ninth day of November last by his Note in writing under his hand of that date for value recieved promised s. William to pay him or his Order seven pounds three Shillings and two pence on demand with Interest till paid. Yet said John tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said William ten pounds. The Plt. appears by Porter & Upham his Attys and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said William do recover against the said John seven pounds seven Shillings and eight pence of lawful money damages and Cost of Court taxed at two pounds one Shilling and two pence. After all which the said John by Simeon Strong Esq. his Attr comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~fourth~~ Sunday of September next and he Recognizes with Sureties as the Law directs for the said John's prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Trueman vs Craft— No. 99

Benjamin Trueman of Hurbridge in the County of Worcester Blacksmith Plt. vs. Joseph Craft of Monson in the County of Hampshire yeoman Deft. in a plea of Debt for that s. Joseph at Northampton aforesaid on the ninth day of Novembr. A. D. 1771 by his Bond under his hand and Seal of that date in four ~~October~~ pounds lawful money to the name of Joseph Craft of Monson in the County of Hampshire in the Province of the Massachusetts Bay Gent. bound and obliged himself to s. Benjamin in the Sum of thirty pounds lawful money to be paid to s. Benjamin on demand. Yet said Joseph tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Benjamin thirty pounds. The Plt. appears by Joshua ~~Upham~~ Upham Esq. his Attr and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Benjamin do recover against the said Joseph thirteen pounds one Shilling and Six —

pence of lawful money Debt and one pound nineteen Shillings and two pence Costs of Court &c. And now the said Joseph by Simeon Strong Esq. his Attr. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the County of Hampshire and Berkshire on the fourth Tuesday of September next and he Recognizes with Sureties as the Law directs for the said Joseph's prosecuting said Appeal with effect as by the said Recognizance on file may be seen.

James Otis of Barnstable in the County of Barnstable Esq. Plt. vs. William Miller yeoman and Abner Smith yeoman both of Murrayfield in the County of Hampshire Defts. in a plea of the case for that said William and Abner at Springfield aforesd. on the seventh day of August last past by their Note of that date for value recd. jointly and severally promised said James to pay him or his Order Eight pounds seven Shillings and four pence lawful money by the first day of January then next with Interest till paid. yet said William and Abner tho often requested have never paid the same nor hath either of them ever paid the same or any part thereof but unjustly refuse it to the damage of the said James twenty pounds. the Plt. appears by Joshua Upsham Esq. his Attr. and the said William and Abner tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said James do recover against the said William and Abner Eight pounds fifteen Shillings and three pence of lawful money Damages and Cost of Court taxed at three pounds four Shillings and six pence, and therefore Ex.is. &c. 8th May 1773.

Otis Esq. vs Miller No. 100

John Murray of Rutland in the County of Worcester Esq. Plt. vs. William Miller yeoman and Abner Smith yeoman both of Murrayfield in the County of Hampshire Defts. in a plea of the Case for that said William and Abner at Springfield aforesaid on the seventh day of August last past by their note in writing under their hands of that date for value recd. jointly and severally promised Pl. Intestate pay him or his Order Eleven pounds three Shillings and one pence lawful money by the first day of January then next with Interest till paid. yet said William and Abner tho often requested have never paid the same nor hath either of them ever paid the same or any part thereof but unjustly refuse it to the damage of the Pl. Intestate twenty pounds. the Plt. appears by Joshua Upham Esq. his Attr. and the said William and Abner tho three times publickly called to come into Court do not come but make default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said William and Abner Eleven pounds thirteen Shillings and Eight pence of lawful money Damages and Cost of Court taxed at two pounds and six pence and therefore Ex.is. 8th May 1773.

Murray vs Millers et al No. 101

Nathaniel Dwight of Hatfield in the County of Hampshire Gent. and a Deputy Sheriff under Solomon Strong Esq. Sheriff of said County Plt. vs. Joseph Washburn of New Braintree District in the County of Worcester yeoman Deft. in a plea of the Case for that said Joseph at Springfield aforesaid on the twenty third day of

Dwight vs Washburn No. 102

Dwight vs Washburn No. 102

of January. D. 1772 by his note of that date for value received promised one Nehemiah Smith to pay him or his Order three pounds on Demand with use (meaning lawful Interest) till paid and afterwards viz. on the same twenty third day of the same January at Springfield aforesaid said Nehemiah by his Indorsement in writing made on said note with his proper hand Subscribed Ordered the Contents of said note then wholly unpaid to be paid to S. Nathaniel of which said Joseph there Instantly had notice and thereby became liable to pay the same Contents of said note to said Nathaniel according to the tenor of said note and in Consideration thereof said Joseph then and there Assumed upon himself and to said Nathaniel faithfully promised to pay him the same Contents of said Note according to the tenor of said Note. Yet said Joseph tho' often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Nathaniel nine pounds. the Plt. appears by Joshua Upham Esq. his Attr. and the said Joseph tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Nathaniel do recover against the said Joseph three pounds six shillings and four pence of lawful money Damages and Cost of Court taxed at one pound fourteen shillings and thereof he may have his Execn. Exec. is. 28th May 1773.

Loomis vs. Comings No. 103

Caleb Loomis of Brookfield in the County of Worcester yeoman Plt. vs. Jacob Comings Junr. of Ware in s. County of Worcester yeoman Deft. in a plea of the Case for that said Jacob at Springfield aforesaid on the sixth day of October. D. 1769 by his note of that date for value received promised one Phinehas Upham to pay him or his Order two pounds three shillings and four pence in one year from the date of s. note with Interest till paid and afterwards viz. on the twenty third day of February last past at Springfield aforesaid. s. Phinehas by his Indorsement in writing made on the back of s. note with his proper hand Subscribed ordered the Contents of the same note then wholly unpaid to be paid to said Caleb of which said Jacob there Instantly had notice and thereby became liable to pay the same Contents of said note to s. Caleb according to the tenor of said note and in Consideration thereof s. Jacob then and there Assumed upon himself and to said Caleb faithfully promised to pay him the same Contents of said note according to the tenor of said notes Yet said Jacob tho' often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Caleb nine pounds. the Plt. appears by Joshua Upham Esq. his Attr. and the said Jacob tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Caleb do recover against the s. Jacob two pounds thirteen Shillings lawful money Damages and Cost of Court taxed at one pound sixteen shillings and ten pence and thereof &c. Execn. is. 28th May 1773.

Hamilton vs. Wills No. 104

John Hamilton of Brookfield in the County of Worcester yeoman Plt. vs. Ebenezer Wills of Dursfield in the County of Hampshire yeoman Deft. in a plea of Ejectment wherein he demands against the said Ebenezer the Possession of about one hundred and fifty acres of Land lying in Dursfield aforesaid with the Buildings thereon. One Tract and parcel thereof containing about sixty five acres is bounded as follows viz. North on a Lot of Land recorded to Mary Wells. South on a Lot recorded to Edward Allen, West on Seven mile Line (so called) and East on the first Division line so called. another Tract and parcel thereof containing about forty acres being Lot Number nineteen is bounded as follows viz. East on the Division Line between the first and Second Tier of Lots, West on the Seven mile Line (so called) North on Land recorded to Matthew Gibson and South on Land recorded to Timothy Childs. and one other Tract and parcel thereof containing about forty nine Acres lying in the first Division of the Inner Commons in s^d Dursfield is bounded North on Lands belonging to Lt. David Field West and South on Land belonging to Col. John Hawks and East of the Common Field in Dursfield aforesaid. and saith that one Silas Hamilton being lawfully seized and possessed of s^d Demanded premises with the Appurtenances in his Demesne as of fee. by his Deed duly Executed at Dursfield aforesaid on the twentieth day of May A.D. 1765 acknowledged Registered and in Court to be produced for good and Valuable Consideration therein mentioned Granted bargained sold and Conveyed the said demanded premises with the Appurtenances to the said John Hamilton to hold to him his Heirs and Assigns forever in fee simple, by force of which Deed the same John became thereupon lawfully seized of the said Demanded premises and Appurtenances in his Demesne as of fee taking the profits thereof to the value of five pounds a year and ought to have remained in the seizin and possession thereof but the said Ebenezer Wills hath since that time entered into the Possession of the said Demanded premises without any right so to do desireth the same John Hamilton Thereof and still Wrongfully holds him out of the same to the damage of the said John Hamilton fifty pounds. the Plt. appears by Samuel Lyman Esq. his Att^y and the said Ebenezer tho, three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that if the said Silas Hamilton his Heirs Ex^trs or Adm^rs or the said Ebenezer Wills do not pay to the P. John Hamilton the sum of twenty pounds and Six ten Shillings of Lawful money within two months then the said John may have his Execution for Possession of the premises against the said Ebenezer, and for Costs of Court taxed at two pounds twelve Shillings and ten pence like money.

Lyon vs Jackson No. 105

Ethelbert Child Lyon of Brimfield in the County of Hampshire yeoman Plt. vs. Jeremiah Jackson late of South Brimfield in said County of Hampshire yeoman Deft. in a

Lyon vs. Sawyer No. 105

in a plea of the Case for that said Jeremiah at Springfield aforesaid on the twenty sixth day of February last past by his Note of that date for value recived promised said Gilbert Child Lyon to pay him. six pounds Sixteen Shillings upon demand with use forbearing lawful Interest for the same till paid yet said Jeremiah the aforerequested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Gilbert Child Lyon to pro. — the Plt. appears by Joshua Upham his Att. and makes it appear this writ may be continued the Deft. being out at the Service at the time of the service of the Writ and recognized. Therefore it is considered that the said Parties have a day before the Court this present until the last Tuesday of August next following viz. third Tuesday of May aforesaid.

Mc Nall vs. Graves No. 106

Joseph Mc Nall of Palmer in the County of Hampshire yeoman Plt. vs. Moses Graves of Monson in s. County yeoman Deft. in a plea of the Case for that said Moses at Springfield aforesaid on the seventh day of August A.D. 1771 by his Note of that date for value recivd promised said Joseph to pay him five pounds within twelve months from the date of said Note with Interest for the same from and after the end and expiration of the Term of Six months from the s. date of s. Note. yet said Moses the after requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Joseph ten pounds. the Plt appears by Joshua Upham Esq. his Att. and the said Moses the three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Joseph do recover against the said Moses five pounds seven Shillings and nine pence of lawful money Damages and Cost of Court taxed at five pounds sixteen Shillings and three pence which he may have &c. Execution. &c. in. 28th May 1773.

Rood vs. Mc Nall No. 107

Josiah Standish Rood of Watern in the County of Worcester yeoman Plt. vs. Arthur Mc Nall of South Brimfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Arthur at Springfield aforesaid on the fifteenth day of June last past by his note of that date for value recivd promised the Plt to pay him or his Order ten pounds lawful money within three months from the date of s. Note with Interest till paid. yet said Arthur the after requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Josiah Standish fifteen pounds. the Plt. appears by Joshua Upham Esq. his Att. and the said Arthur tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Josiah do recover against the said Arthur four pounds nineteen Shillings and ten pence of lawful money Damages and Cost of Court taxed at five pounds 16/4 and three/4 &c. Execution. in. 28th May 1773.

Brown v Fleming

Margaret Brown of Palmer in the County of Hampshire Widow and Spinster Pltf. vs. Joseph Fleming of Ware in said County yeoman Deft. in a plea of the Case for that said Joseph at Springfield aforesd. on the twenty fifth day of December last past by his Note of that date for value received (by the name of Joseph Fleming Junr.) promised said Margaret to pay her four pounds nineteen Shillings on demand with Interest till paid. Yet said Joseph tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Margaret nine pounds. the Pltf appears by Joshua Upham Esq. her Attr. and the said Joseph tho three times publickly called to come into Court doth not come but makes default of Appearance here. Therefore it is considered by the Court that the said Margaret do recover against the said Joseph three pounds five Shillings and nine pence of lawful money Damages and Cost of Court taxed at one pound twelve Shillings and ten pence and thereof she may have her Ex. Ex.it. 28th. May 1773.

Charles Pynchon Physician Joseph Lathrop Clerk and Elizabeth Dwight Widow all of Springfield in the County of Hampshire Pltf. vs. Benjamin Jones Junr. late of Springfield aforesaid yeoman Deft. in a plea of the Case for that S. Benjamin on the Eleventh day of April Anno at Springfield aforesaid by his note under his hand for value received promised the said Charles Joseph and Elizabeth to pay them or order three pounds fifteen Shillings and two pence three farthings lawful money on demand with Interest (meaning lawful Interest for the same) till paid. Yet the said Benjamin tho often requested hath not paid the same sum or the Interest of it but he neglects to do it to the damage of the said Charles Joseph and Elizabeth seven pounds. the Pltf appear by Jonathan Bliss Esq. their Attr. and the said Benjamin tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Charles Joseph and Elizabeth do recover against the said Benjamin four pounds nine Shillings and five pence of lawful money Damages and Cost of Court taxed at one pound four Shillings and Eleven pence and thereof he may have his Execn. Execn. is. 2d. June 1773.

Pynchon & al v Jones N. 108

Thomas Whild the 3rd of South Hadley in the County of Hampshire yeoman Pltf. vs. Joseph Washburn of New Braintree in the County of Worcester yeoman and John Hanmer of Hardwick in said County of Worcester yeoman Deft. in a plea of the Case for that the said Joseph and John on the twenty fifth day of August last past at Springfield aforesaid by their Note under their hands of that date for value recd promised the said Thomas to pay him two hundred and an half hundred pounds weight of good refined Iron to be delivered at the Forge lately improved by one Samuel Billings in Hardwick aforesaid by the first day of November then next ensuing and the said Thomas in fact saith that the Iron aforesd was

Whild vs Washburn N. 110

Whil 2.
vs
Washburn
No. 110

was then and there of the value of four pounds ten Shillings lawful money and that he was on the said first day of November and ever since the making the promise aforesd. has been there ready to receive the Sum aforesaid. yet the said Joseph and John tho often requested and tho the time aforesaid is long since Elapsed have not paid or delivered the Sum aforesaid or any part of it nor has either of them done it nor have they or either of them any ways fulfilled their promise aforesaid but they neglect it. Also for that the said Joseph and John afterwards viz. at Springfield aforesaid afterwards viz. on the same twenty fifth day of August last past by their other Note under their hands of that date for value received promised the said Thomas to pay him or Order three pounds and Eighteen Shillings lawful money within Six months from that time with lawful Interest for the same till paid. yet the sd. Joseph and John tho that time is Elapsed and tho often requested ~~both~~ have not paid the same Sum nor the Interest of it nor has either of them done it but they refuse to do it to the damage of the said Thomas twelve pounds. the Plff. appears by Jonathan Bliss Esq. his Attr. and the said Joseph and John tho three times publickly called to come into Court do ~~it~~ not come but make default of appearance here. Therefore it is considered by the Court that the said Thomas do recover against the sd. Joseph and John Seven pounds nineteen Shillings & lawful money Damages and Cost of Court taxed at One pound nineteen Shillings & five pence and thereof he may have Ex. Ex. is. 22d. June 1773.

Burt
vs
Graves
No. 111

Samuel Burt of Springfield in the County of Hampshire yeoman Plt. vs. Moses Graves of Monson in sd. County yeoman Deft. in a plea of the Case for that said Moses at sd. Springfield on the second day of May last past by his Note under his hand for value received promised the said Samuel to pay him seven pounds and sixteen Shillings lawful money on demand with lawful Interest. for the same till paid yet the said Moses tho often requested hath not paid the same Sum or the Interest of it but he neglects and refuses to do it to the damage of the said Samuel fourteen pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Moses tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Moses Eight pounds Six Shillings and four pence of lawful money Damages and Cost of Court taxed at one pound Six Shillings and three pence he may have his Execution. Execn. is. 22d. June 1773.

King
vs.
Partrick
No. 112

Abel King of Williamstown in the County of Hampshire yeoman Plt. vs. James Patrick of Springfield in the County aforesaid yeoman Deft. in a plea of the Case for that the said James on the first day of May Instant at Springfield aforesaid being indebted to the said Abel in the Sum

of five pounds fifteen Shillings of lawful money for Sundry Goods Wares and Merchandizes then before that time sold and delivered by the said Abel to the said James at his special Instance and request he the said James then and there in Consideration thereof promised the said Abel to pay him the same on demand also for that whereas the said James there afterwards on the same day in Consideration that the said Abel had then before that time at the like special Instance and request of the said James sold and delivered to the said James divers other Goods Wares and Merchandizes thereof he the said James then and there promised the said Abel to pay him so much money therefor as the same Goods Wares and Merchandizes were at the time of the delivery thereof reasonably worth on demand and the said Abel in fact saith that the same Goods Wares and Merchandizes were at the time of the sale and delivery thereof reasonably worth another sum of five pounds fifteen Shillings like money with Interest at Springfield aforesaid of all which the said James then and there had Notice yet the said James tho often requested hath not paid the same or any part thereof but he neglects and refuses to do it to the damage of the said Abel nine pounds. The Pltf. appears by Jonathan Bliss Esq. his Attt. and the said James tho three times publickly called to come into Court doth not come but makes default of appearance here.
Therefore it is Considered by the Court that the said Abel do recover against the said James five pounds fifteen Shillings of lawful money Damages and Cost of Court taxed at Eleven pounds eight Shillings and fifteen pence. Granted. 11. June 6th 1775.

Samuel Warner of Wilbraham in the County of Hampshire yeoman Pltf. Charles Stone of Wilbraham aforesaid yeoman Deft. in a plea of the Case for that the said Charles at Wilbraham on the second day of May last past by his note under his hand for value received promised the said Samuel to pay him or his Order fourteen pounds eighteen Shillings and three pence of lawful money by the first day of March then next following with Interest (meaning lawful Interest for the same till paid) yet the said Charles tho that time is elapsed and tho often requested hath never paid the same or any part of the Interest thereof but he neglects and refuses to do it to the Damage of the said Samuel twenty pounds. the Pltf. appears by Jonathan Bliss Esq. his Attt. and the said Charles tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Charles fifteen pounds six Shillings and two pence of lawful money Damages and Cost of Court taxed at Five pounds eight Shillings and two pence. Also now the said Charles by Moses Gill Esq. his Attt. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within

Recd 11/3

Warner vs. Ferre No. 113 } within the County of Harrysshire and for the Counties of Hampshire and Berkshire on the last Tuesday of September next and he Recognizes with Sureties as the Law directs for the said Charles prosecuting said appeal with effect as by the said Recognizance on file appears ——

Bliss vs Hitchcock No. 114 } Luke Bliss of Springfield in the County of Hampshire Gent. Pltf. vs. George Hitchcock of Springfield aforesaid yeoman Deft. in a plea of the Case for that the said George at said Springfield on the twenty fifth day of April Ano Dom 1769 by his note under his hand for value received promised the said Luke to pay him twelve pounds four shillings and six pence lawful money on demand with Interest for the same till paid. Yet the said George tho often requested hath not paid the same sum nor the Interest of it but he neglects and refuses to do it to the damage of the said Luke twenty pounds. the Pltf. appears by Jonathan Bliss Esq. his Attr. and the said George tho three times publickly called to come into Court doth not come but makes default of appearance where- Therefore it is Considered by the Court that the said Luke do recover against the said George fourteen pounds Eighteen Shillings and two pence one farthing of lawful money Damages and Cost of Court taxed at one pound three Shillings and ten pence and therefore he may have his Exon. Exc. is. 22. June 1773 —

Merrills vs Sikes No. 115 } Daniel Merrills of Hartford in the County of Hartford and Colony of Connecticut yeoman Pltf. vs. Jonathan Sikes of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Jonathan on the twenty fifth day of September last past at Springfield aforesaid by his Note under his hand for value received promised the said Daniel to pay him two pounds twelve Shillings & six pence lawful money on demand with Interest for the same till paid. Yet the said Jonathan tho often requested hath not paid the same sum or the Interest of it but he neglects and refuses to do it to the damage of the said Daniel six pounds the Pltf. appears by Jonathan Bliss Esq. his Attr. and the said Jonathan, tho three times publickly called to come into Court doth not come but makes Default of appearance where — Therefore it is Considered by the Court that the said Daniel do recover against the said Jonathan two pounds fourteen Shillings and seven pence of Lawful money Damages and Cost of Court taxed at one pound twelve Shillings and ten pence and therefore he may have his Ex. Ex. is. 22. June 1773

Merrills vs Collingcraft No. 116 } Daniel Merrills of Hartford in the County of Hartford and Colony of Connecticut yeoman Pltf. vs. Ambrose Collingcraft Collins of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Ambrose at said Springfield on the twenty sixth day of January last past by his Note under his hand for value received promised the said Daniel to pay him nine pounds

nine Shillings and three pence lawful money by the twentieth day of April then next with Interest (meaning lawful Interest for the same) till paid. yet the said Ambrose tho that time is elapsed and tho often requested hath not paid the same sum or the Interest of it but the neglects and refuses to do it to the damage of the Pl. Daniel fifteen pounds. the Pl. appears by Jonathan Bliss Esq. his Attr. and the said Ambrose tho three times publickly called to come into Court doth not come but makes Default of appearance here.
Therefore it is considered by the Court that the said Daniel do recover against the said Ambrose Nine pounds twelve Shillings and Eleven pence of lawful money Damages and Cost of Court taxed at one pound twelve Shillings and ten pence and the rest he may have his Exon. Exet. 23d. June 1773.

Charles Symmons Physician Joseph Lathrop Clerk & Elizabeth Dwight Widow all of Springfield in the County of Hampshire Pltf. vs. Caleb Cooley of Springfield aforesaid yeoman Deft. in a plea of the Case for that the said Caleb on the sixth day of May A.D. 1771 at said Springfield by his note under his hand for value received promised the said Charles Joseph and Elizabeth to pay them or Order seven pounds nine Shillings and two pence lawful money on demand with lawful Interest for the same till paid Yet the said Caleb tho often requested hath not paid the same sum or the Interest of it but hitherto refuses to do it to the damage of the said Charles Joseph and Elizabeth fourteen pounds. the Pltfs appear by Jonathan Bliss Esq. their Attr. and the said Caleb tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the Pltfs Charles Joseph and Elizabeth do recover against the said Caleb Eight pounds Seven Shillings and twelve pence lawful money Damages and Cost of Court taxed at one pound five Shillings and three pence and their Exon. Exet. 22d. June 1773.

Symmons et al. vs. Cooley P. 117

William Colton of Springfield in the County of Hampshire Gentleman Pltf. vs. Asa Jones of Wilbraham in said County yeoman Deft. in a plea of the Case for that said Asa at said Springfield on the fourteenth day of January A.D. 1772 by his Note of that date for value received promised the Pltf. William to pay him or his Order Seven pounds lawful money on or before the fourteenth January last past together with lawful Interest for the same Sum till paid. Yet said Asa tho often thereto requested hath not paid said William the same Sum or any penny thereof or said Interest but hitherto to hath and still neglects and refuses to pay him the same to the damage of the said William Seven pounds. the Pltf. appears by Thomas Bliss Esq. his Attr. and the said Asa tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said William do recover against the said Asa four pounds four Shillings and nine pence lawful money Damages and Cost of Suit taxed at one pound 5/2 and thereof &c. Ex. is. 22. June 1773.

Colton vs. Jones P. 118

Ferris vs Grover No. 119

Elisha Ferris of Springfield in the County of Hampshire yeoman Plt. vs. Stephen Grover Lately of Wilbraham in said County yeoman Deft. in a plea of the Case for that said Stephen and one Robert Wheeler which Robert is since deceased and the said Stephen hath survived him, at said Springfield on the Seventh day of October last past by their Bill under their hands of that date for value recived promised said Elisha to pay him ten pounds lawful money on or before the first day of May Instant with all meaning lawful Interest for the same till paid yet neither said Stephen and Robert or either of them tho often thereto requested have not paid said Elisha the same Sum or any penny thereof or said Interest whilst he the said Robert lived nor hath the said Stephen since the death of s.d Robert ever paid s.d Elisha the same Sum or any penny thereof or said Interest tho often thereto requested but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Elisha Eleven pounds. the Plt. appears by Moses Bliss Esq his Att.y and the said Stephen tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Elisha do recover against the said Stephen ten pounds Seven Shillings and seven pence of lawful money Damages and Cost of Court taxed at one pound Six Shillings and eight pence and Execution. Ex. is. 27th May 1773

Bliss vs Bliss No. 120

Ebenezer Bliss 2.d of Springfield in the County of Hampshire yeoman Plt. vs. Stephen Bliss of Wilbraham in s.d County yeoman Defft. in a plea wherein the said Ebenezer demands against the said Stephen the several Tracts and parcels of land hereafter mentioned and described with their Appurtenances, that is to say one Messuage lying and being in Wilbraham aforesd wherein the said Stephen now lives containing by Estimation Seventy Acres of Land with a dwelling house and barn standing thereon lying on both sides of the Middle Road so called, bounding northwardly & Westwardly on Land of said Bliss's Southwardly on Land lately belonging to and in the tenure of Isaac Colton deceased Eastwardly on Land of John Crane, Also the one moiety or half part of one other Tract or parcel of Land lying in common and undivided with the said Joel Bliss at or near a place called the great Watch Chaque in said Springfield containing in the whole Seventy Acres and formerly belonging to and in the occupation of Ebenezer Bliss dec.d Father of the Defendant & s.d Stephen. Also the one moiety of five parts in seven the whole in seven Equal parts to be divided, of and in a certain Lot of Land lying and being in the Eastward Commons so called and North of Chicopee River in said Springfield known by the name of the forty ninth Lot in number, the same lying in Common and undivided with the said Joel Bliss and one Samuel Colton all which s.d Tracts and parcels of Land with the Appurtenances the said Ebenezer

the Pltf. demands against the said Stephen as his the said Ebenezers right and Inheritance and whereof the said Stephen unjustly and without Judgment hath deforced and disseised the said Demandant within thirty years now last past and whereupon the said Ebenezer says that he the said Stephen on the Second day of August in the Eleventh year of his Majesty's Reign was seized of all the demanded premises in his demesne as of fee and Right and being so thereof seized he the said Stephen afterwards on the same Second day of August for and in Consideration of one hundred and Eight pounds Lawful money paid by the said Ebenezer to said Stephen on the same day by his Deed Poll of that date in Court to be produced sealed with his Seal and duly acknowledged and Registered granted bargained sold and Conveyed said demanded premises to said Ebenezer to hold the same in fee simple by force and virtue whereof the said Ebenezer became seized thereof in his demesne as of fee and Right and continued to be thereof seized until the said Stephen afterwards Entered thereinto and thereof disseised the demandant and D. Stephen still deforceth and holdeth him out therefrom to the damage of the said Ebenezer Ten pounds.- the Pltf appears by Moses Bliss Esq. his Attr. and the said Stephen tho thrice times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that if the said Stephen his Heirs Executors or Administrators shall not pay to the said Ebenezer the Pltf. the Sum of One hundred and nineteen pounds Eighteen Shillings and four pence of lawful money within two Months then that the said Ebenezer recover the Lands demanded as aforesaid and may have his Execution for possession of said Lands &c and for Costs of Suit taxed at One pound Seven Shillings and Two pence. ——

Execution for possession &c is issued 18th April A.D. 1774 ——

Samuel Talcott the younger of Hartford in the County of Hartford and Colony of Connecticut Shopkeeper Pltf. vs. Ebenezer Scott of Bernardston in the County of Hampshire in the Province Deft. in a plea of the Case for that said Ebenezer at Hartford to wit in said Springfield on the fifteenth day of July last past by his Note under his hand of that date for value received promised said Samuel to pay and deliver him Seven pounds four Shillings lawful money worth of good Flax sued at the Rate of six Shillings by the Bushel in the month of October then next and if not then paid and delivered by that time then to pay him also the lawful Interest of the same Sum from thence till paid and delivered. and said Samuel says he has been always ready to receive said Flax sued of him the said Ebenezer. Also for that said Ebenezer at said Springfield on the first day of July last past being Justly Indebted to said Samuel in the Sum of twenty two Shillings and Seven pence like lawful money according to the Act annexed to the Writ then and there in Consideration thereof promised said Samuel to pay him the same last mentioned Sum on demand. Yet said Ebenezer tho often thereto requested hath not paid or delivered said Samuel said Flax sued or any

Hall Sr. vs Scott No. 121

Isaacll &c. vs. Scott — No. 121

any part thereof or paid said last mentioned sum or any penny thereof or any ways performed either of his said promises but hitherto hath and still neglects and refuses to perform the same to the damage of the said Samuel nine pounds. the Plt. appears by Moses Bliss Esq. his Attr. and the Defr. Ebenezer tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that Pltf. Samuel do recover against the said Ebenezer Eight pounds Eleven Shillings and ten pence of lawful money Damages and Cost of Court taxed at two pounds and four pence and thereof he may have his Execn. — Execn. issd 24th May 1773—

Gallion vs. Chilson — No. 122

Seth Gallion of Deerfield in the County of Hampshire Gent. and a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of said County Plt. vs. Asaph Chilson of Conway in said County yeoman Defr. in a plea of the case for that Defr. Asaph at said Springfield on the fourteenth day of March last past by his note of that date for value received promised said Seth to pay him or his Order Eight pounds Seventeen Shillings lawful money on demand with lawful interest for the same which Defr. yet said Asaph the often thereto requested hath not paid Pltf. Seth the same sum or any penny thereof or said Interest but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Seth nine pounds. the Plt. appears by Moses Bliss Esq. his Attr. and the said Asaph tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Seth do recover against the Defr. Asaph Eight pounds nineteen Shillings and Two pence of lawful money Damages and Cost of Court taxed at two pounds one Shilling and nine pence as aforesaid, Execn. issd 27th May 1773

Isaacll &c. vs. Gaylord — No. 124

Samuel Isaacll the younger of Hartford in the County of Hartford and Colony of Connecticut Shopkeeper Plt. vs. Oliver Gaylord Lately of South Hadley in the County of Hampshire yeoman Defr. in a plea of the Case for that said Oliver at Hartford to wit in said Springfield on the twenty fourth day of June last past by his note of that date for value received promised said Samuel to pay and deliver him seven pounds ten Shillings worth of good merchantable Flaxseed at the Rate of six Shillings by the Bushel on or before the tenth day of Octob. then next and if said Flaxseed were not delivered to said Samuel on said tenth day of said Octob. then also to pay the lawful Interest of the same sum from the above s. Date of s. note till paid, and the said Samuel saith that he hath been always ready to receive said Flaxseed of said Oliver, and particularly thro the whole of said tenth day of said Octob. at s. Springfield. yet said Oliver tho often thereto requested hath not paid or delivered

said Samuel said Flaxseed or any part thereof or any ways performed his said promise but hitherto hath and still neglects so to do to the damage of the said Samuel Eight pounds. The Plt. appears by Moses Bliss Esq. his Attr. and the said Oliver tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Samuel do recover against the said Oliver seven pounds Eighteen Shillings and four pence of lawful money Damages and Cost of Court taxed at One pound fourteen shillings and ten pence and thereof &c. Execn. is. 27th May 1773.

Jedidiah Bliss of Springfield in the County of Hampshire Gent. Plt. vs. John Munn of Springfield in s. County yeoman Deft. in a plea of the Case for that said John at said Springfield on the thirty first day of May A.D. 1769. by his note of that date for value received promised said Jedidiah to pay him or his order twenty one pounds four Shillings and one penny lawful money on demand with lawful Interest for the same till paid. Yet said John tho often thereto requested hath not paid said Jedidiah the same sum or any penny thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Jedidiah twenty seven pounds. The Plt. appears by Moses Bliss Esq. his Attr. and the said John tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Jedidiah do recover against the said John nineteen pounds nine Shillings and nine pence lawful money Damages and Cost of Court taxed at One pound three Shillings and ten pence and thereof he may have his Execn. Execn. is. 22. June 1773.

Bliss vs Munn P. 125

Samuel Talcott the younger of Hartford in the County of Hartford and Colony of Connecticutt Shopkeeper Plt. vs. Eleazer Nash of Granby in the County of Hampshire Gent. Deft. in a plea of the Case for that said Eleazer at s. Springfield on the fifteenth day of July last past by his Note under his hand of that date for value received promised said Samuel to pay and deliver him three pounds fifteen Shillings lawful money worth of Flaxseed at the Rate of six Shillings by the Bushel in the month of Octob. then next insuing and if not then paid and delivered likewise to pay him the lawful Interest of s. last mentioned sum from thence till paid. and also for that said Eleazer at said Springfield on the same fifteenth day of July last past by his other Note of that date for value received promised said Samuel to pay and deliver him one pound sixteen Shillings like lawful money worth of good Flaxseed at the Rate of six Shillings by the Bushel in the same month of Octob. then next after the date thereof and if not then paid and delivered likewise to pay him the lawful Interest of the same last mentioned sum from thence till paid and said Samuel says he hath been always ready to receive Flaxseed of him the said Eleazer and particularly throughout the whole of said Month of October at Springfield aforesaid. Yet s. Eleazer tho.

Talcott 2d. vs Nash P. 126

Talcott &c. vs. Nash — No. 126 — tho often requested thereto hath not paid or delivered him the said Samuel either of said panels of Maxwell or any part thereof or any wares purporting either of his said promises but hitherto hath and still neglects and refuses so to do to the damage of the said Ebenezer seven pounds. this Pltf. appears by Moses Bliss Esq. his Attorney and the said Ebenezer tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Ebenezer five pounds fourteen shillings and ten pence of lawful money Damages and Cost of Court taxed at one pound twelve shillings and ten pence and thereof he may have his Ex. &c. Dated 3. August 1790. —

Colton vs Taylor No. 127 — Joseph Colton of Monson in the County of Hampshire yeoman Pltf. vs. Nathaniel Taylor lately of Monson aforesd. yeoman Deft. in a plea of the Case for that said Nathaniel at said Springfield on the third day of August last past by his Note under his hand of that date for value received promised said Joseph to pay him the sum of two pounds two shillings lawful money on demand with lawful Interest for the same till paid. Yet said Nathaniel tho often thereto requested hath not paid said Joseph the same sum or any penny thereof or said Interest but hitherto hath and still neglects and refuses so to do to the damage of the said Joseph three pounds. this Pltf. appears by Moses Bliss Esq. his Attorney and the said Nathaniel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Joseph do recover against the said Nathaniel two pounds four shillings and three pence of lawful money Damages and Cost of Court taxed at one pound ten shillings and seven pence and thereof he may have his Ex. &c. Dated 3. August 1790. —

Pease vs Snow No. 128 — Joseph Pease of Suffield in the County of Hampshire yeoman Pltf. vs. Jeremiah Snow of Springfield in said County yeoman Deft. in a plea of the Case for that D. Jeremiah at said Springfield on the first day of March last past was justly indebted to said Joseph in the sum of forty Eight shillings and six pence according to the Act annexed to the Writ and then and there in Consideration thereof promised said Joseph to pay him the same sum on demand also for that whereas the said Joseph had there before that time sold and delivered said Jeremiah at his Special Instance and request other eighty seven pounds weight of Cotton in Consideration thereof

said Jeremiah then and there promised said Joseph to pay him for ye
Cows last mentioned so much mony as the same was reasonably
worth at the time of the sale and delivery thereof on demand
and said Joseph in fact says ye last mentioned Cows was reasonably
worth at the time of the sale and delivery thereof one alter hundred
& forty eight shillings and six pence whereas the said Joseph
then and there gave the said Jeremiah notice yet said Jeremiah
tho often thereto requested hath not paid said Joseph either of said sums
or any penny thereof but hitherto hath and still neglects and
refuses to pay the same to the damage of the said Joseph five
pounds. the Pltf. appears by Amos Bliss Esq. their Attr. and the Defr.
Jeremiah tho three times publickly called to come into Court doth
not come but makes default of appearance here.
Therefore it is considered by the Court that the said Joseph do
recover against the said Jeremiah two pounds eight shillings
and six pence of lawful money Damages and Cost of Court taxed
at one pound six shillings and ten pence and thereof he may
have his Execn.
Execn. is. 22. June 1763. ——

William Lidyard and Ebenezer Lidyard both of } Lidyards Exrs.
Lyme in the County of New London and Colony of Connecticut } vs
Executors of the last Will and Testament of John } Bigelow
Lidyard Esq. late of Hartford in the County of Hartford and Co- } No. 129
lony aforesd. Decd. Pltfs. vs. Benjamin Bigelow of Worthington
in the County of Hampshire yeoman Deft. in a plea of the Case
for that said Benjamin at Hartford to wit in said Springfield
on the third day of January A.D. 1756 by his note of that date for
value rec'd promised said John he being then alive to pay
him or his Order five pounds ten Shillings and six pence
lawful money on demand with lawful Interest for the same
till paid. Also for that said Benjamin at said Springfield on the
last day of December in the same year was justly indebted to
said John he being then alive in the Sum of eight Shillings
according to the Act annexed to the Writ and thereupon
in Consideration thereof promised said John to pay him
the same on demand. Yet said Benjamin tho often thereto
requested hath not paid either of said sums or any penny
thereof or said Interest due and payable on said note or any part
thereof either to the said John in his life time or to the Pltfs
said Extrs. or either of them since the death of the said John but
hitherto hath and still neglects and refuses to pay them the same
to the damage of the said William and Ebenezer six pounds. the
Pltfs. appear by Amos Bliss Esq. their Attr. and the said Benjamin
tho three times publickly called to come into Court doth not come
but makes default of appearance here. Therefore it is considered
by the Court that the said William and Ebenezer Recover against
the said Benjamin four pounds Sixteen Shillings and five pence
of lawful money Damages and Cost of Court taxed at two pounds
Eleven Shillings and Six pence. And now the said Benjamin by

Edgell &c.
vs
Bigelow
No 129

by Caleb. Strong Junr. Esqr. his Attr. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and Berkshire on the Fourth Tuesday of September next and he Recognizes with Sureties as the Law directs for the said Benjamin prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Pease
vs
Lenard
No 130

Joseph Pease of Suffield in the County of Hampshire yeoman Pltf. vs. Elijah Lenard of Springfield in said County yeoman Deft. in a plea of the case for that s? Elijah at said Springfield on the twenty third day of April Instant was Justly Indebted to said Joseph in the Sum of four pounds Eleven Shillings and nine pence lawful money by Book account to Ballance the same according to the Act annexed to the Writ and in Consideration thereof he the said Elijah then and there promised said Joseph to pay him the same Sum on demand.— also for that whereas the said Joseph had there before that time sold and delivered to said Elijah at his request divers other Wares and Merchandizes in Consideration thereof he the s? Elijah then at said Springfield on the same twenty third day of April promised said Joseph to pay him for the same Wares and Merchandizes last mentioned so much money as the same were reasonably worth at the time of the sale and delivery thereof on demand and said Joseph in fact says s? Wares and Merchandizes last mentioned were reasonably worth at the time of the sale and delivery thereof one other Sum of four pounds Eleven Shillings and nine pence whereof the said Joseph then and there gave the said Elijah notice yet said Elijah tho often thereto requisite hath not paid said Joseph either of s? Sums or any penny thereof but hitherto hath and still neglects and refuses so to do to the damage of the said Joseph Nine pounds. the Pltf appears by Orlando Bliss Esq. his Attr. and the said Elijah tho three times publickly called to come into Court doth not come but makes default of appearance here.— Therefore it is Considered by the Court that the said Joseph do recover against the said Elijah four pounds Eleven Shillings and nine pence of lawful money Damages and Cost of Court taxed at One pound Seven Shillings. and now the s? Elijah by John Phelps Esqr. his Attr. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the Fourth Tuesday of September next and he Recognizes with Sureties as the Law directs for the said Elijah's prosecuting s? Appeal with effect as by s? Recognizance on file appears.

Spooner
vs
Church
No 131

William Spooner of Boston in the County of Suffolk Merchant Pltf. vs. John Church Esq. of Charlestown in the

County of Chester and Province of New Hampshire Deft. in a plea of Debt for this that he the said John at said Springfield on the twenty-eighth day of October in the third year of his majesty's Reign A.D. 1762 by the name of John Church of Hatfield in said County of Hampshire by his Bond under his hand and Seal of that date in Court to be produced bound himself unto the said William and one John Spooner which said John Spooner was then living and is since that time deceased and the Plt. & William hath demanded him, in the Sum of one hundred and Sixty pounds to be paid them on demand Yet the said John Church tho often thereto requested hath never paid the same Sum or any penny thereof either to the said John and William Spooner or either of them whilst he the said John Spooner lived or to the said William the Plt. since the death of the said John Spooner but hitherto hath and still denys and refuses to pay him the same to the damage of the s.d William Spooner One hundred and Sixty pounds the Plt. appears by Moses Bliss Esq. his Attr. and the said John Church tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said William do recover against the said John Church one hundred and one pounds Eight Shillings and Eleven pence of lawful money Debt and Costs of Court taxed at two pounds Seventeen Shillings and two pence and now the said John Church by Caleb Strong Junr. Gent. his Attr. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~last~~ Fourth Tuesday of September next and he Recognizes with Sureties as the Law directs for the said John's prosecuting his said appeal with effect as by the said Recognizance on file appears.

John Clarke of Springfield in the County of Hampshire yeoman Plt. vs. Ephraim Chapin of Springfield aforesd yeoman Deft. in a plea of Land wherein the said John demands against the said Ephraim one thirteenth part lying in Common and undivided the whole in thirteen Equal parts to be divided of and in all the several Tracts pieces and parcels of Land hereafter mentioned and described that is to say. —— One piece of Land Containing three Acres and a quarter lying at the upper Chicabee so called bounding East on the highway South on Land of Japhet Chapin. West on Connecticut River and North on Land of the said Ephraim Chapin with a Barn thereon. — another piece in s.d upper Chicabee containing also three acres and a quarter and bounding West on the highway North on Land of Jonathan Bennett partly and partly on land said Ephraim East on Land of John Worthington of s.d Springfield Clerk. — a third piece in s.d upper Chicabee in the old field so called containing by Estimation thirty five Acres and bounding West on Connecticut River North on Land of Japhet Chapin partly and partly on Land of John Clarke South and

Clarke vs. Chapin No. 132

Clark vs. Chapin No. 132

and East partly on Land of Isaac Chapin and partly on Land of said Ephraim. Another piece in the same Chicobee in the upper Field so called containing by Estimation Eighteen Acres and bounding West on Connecticut River South on Land of the Heirs of Timothy Chapin decd North on Lands of Phinehas Chapin and of Elizabeth Chapin East on the high Way. another piece in the same Field containing by Estimation Sixty Acres bounding West on s. Connecticut River South on Land of Japhet Chapin partly and partly on Land of the Heirs of Timothy Chapin decd and partly on Land of said Elizabeth and partly on Land of the Heirs of Jonathan Chapin deced East on a highway and North on Land of Widow Sarah Chapin. — another piece in the same Field containing by Estimation fifty Acres bounding West on said Connecticut River South on Land of Edward Chapin East on a highway North on Land of Elizabeth Chapin. — another piece in the same Field containing by Estimation twenty two Acres bounding West on s. Connecticut River South partly on Land of Phinehas Chapin and partly on Land of the Heirs of s. Timothy deced East on the Highway and north on Land of Benoni Chapin of said Springfield. — also another piece in said upper Chicobee at the place there called Willdam answays containing Eighty eight Acres bounding West on the Highway partly and partly on said Connecticut River South partly on Land of s. Edward Chapin and partly on Land called Schume Land East on Land called Schume Land and North on the Brook also another piece in said Chicobee in the great Swamps there containing by Estimation nine Acres bounding West on the Highway North on Edward Chapin's Land East on the Great Hill South on Land of Jonathan Burnett. One piece of Land in the Lower Chicobee so called Containing by Estimation seven fourteen Acres bounding East on the Highway South on Land of Stephen Morgan West on Connecticut River North on Land of William Chapin. also another piece in s. Lower Chicobee Containing by Estimation three Quarters of an Acre and bounding West on the Highway north and East on Land of Noah Wright and South on Land of s. Stephen Morgan. —

another Tract of Land on the West side Connecticut River in s. Springfield Containing by Estimation fourteen Acres bounding East on Ebenezer Lewis's Land Southerly on the s. River West on Land of Joseph Ely and Northerly on Land of Benjamin Ely.

also one moiety or half part of the Dams which some

time since belonged to Abel Stockwell then of S^d Springfield and on which he Dwelt being on the West side of S^d Connecticut River and lies in two pieces one piece whereof contains by Estimation fifty five Acres and bounds West on the Country Road to Northampton North on Land of Joseph Morgan East erly on Land of the said Morgan partly and partly on Land of Benjamin Ely Southerly on Land late of Francis Bull dec^d. the other piece Contains by Estimation Sixteen Acres and bounds West on the Country Road South on a Road leading into the Field. another piece of Land in the upper Chicabee aforesaid containing by Estimation Sixty two Acres and three quarters bounding South on a Highway West on Land of S^d Ephraim North on Land of Benoni & Hopkins partly and partly on Land of Phinehas Chapin East on Land commonly distinguished by the Name of Scheme Land viz. Lands of the inward Commons in S^d Springfield divided among the pretended Proprietors thereof by certain Schemes of Divisions thereof made in the year 1739 and since. another piece of Land in said upper Chicabee and up the Hill called the great Hill there Containing by Estimation fifty Eight Acres bounding North on a highway West on Land of Ezekiel Chapin South on Land of the Heirs of Timothy Chapin East on Scheme Land so called as aforesaid.

Another piece of Land being a Lot laid out in the first Scheme of Division of the inward Commons aforesaid in said Springfield to containing twenty four Acres and one hundred and eight Rods bounding South on Land of Isaac Chapin West on a Highway or Road North on Jonathan Bennets Land East on

another piece of Land in the same first Scheme of Division of said Inward Commons containing thirty nine Acres and one hundred and fifty two Rods bounding South on Jonathan Bennets Land North on a Road or Highway.

Also a piece of Land in the second Scheme of Division of the same Inward Commons in said Springfield Containing forty six Acres and lying on the plain North of Squaw mungeunch & bounding on Land in the same Scheme originally laid out to Benjamin Wright &c. of S^d Springfield.

another piece of Land lying on the Plain Eastward of the Head of Crowfoot's Brook bounding South on a Fawnway or Road. Containing by Estimation Eighty two Acres.

another piece of Land in the said second Scheme of Division of Commons Containing thirty eight Acres and twenty Rods and was originally laid out to John Dumbleton and bounds Southerly on a Fawn Way

another piece of Land of thirty nine Acres lying on the Plain North of S^d Chicopee by the Road to Hadley

a parcel of Land at a place called Stony Hill in said Springfield containing by Estimation one Hundred ninety five Acres

Clarke vs Chapin No. 132

Acres bounding North on Land of Aaron Terry and South on Land of Israel Warner partly and partly on Land called Thume Land as aforesaid.

Ten Acres of Land originally laid out to Beriah Jennings bounded as followeth, beginning at the Westerly Corner of a Lot laid out to Benjamin Wright Junr. thence running West thirty Rods and three feet thence South fifty three Rods thence East thirty Rods and three feet thence North fifty three Rods lying in the Inward Commons aforesd. East of Connecticut River and North of Chicopee River & as Lot. No. 533 in . also one half lying in Common and undivided of forty Acres of Land lying on the West side of Connecticut River bound North on the Township of Northampton East on the Country Road South on Land of Joseph Morgan and West on the outward Commons. the other half of which belongs to Benjamin Day Esq. — — Also Sundry Lots of Land lying on the s. Inward Commons in said Springfield lying on the East side of Connecticut River in said Springfield laid out by the Proprietors aforesaid to a number of the supposed Proprietors in the last Division of the said Commons called the last Scheme and are known and distinguished by bearing certain Numbers & lying certain Tiers as follows viz, in the first Tier in said last Scheme Lots Number — nine, ten, twelve, fourteen, nineteen, twenty two, — in the Second Tier Lots Number thirty one, thirty six, thirty nine, fifty three, fifty four, four hundred and nineteen, four hundred and twenty, four hundred and twenty four, four hundred and twenty six, four hundred and twenty eight, four hundred and forty Eight. In the third Tier Lots No. Sixty three, Seventy two, Seventy eight, Seventy nine, Eighty two, four hundred and twenty two, four hundred and thirty, four hundred and fifty three. — In the fourth Tier Lots No. Eighty four, Eighty seven, Ninety five, Ninety seven, one hundred, one hundred and four, four hundred and thirty nine. — In the fifth Tier Lot No. one hundred and Eleven, one hundred and twelve, one hundred and thirteen, one hundred and Sixteen. in the Sixth Tier Lots One hundred and thirty two, one hundred and thirty three, one hundred and fifty four, one hundred and fifty Eight, one hundred and fifty nine, one hundred and Sixty. — In the Seventh Tier Lots No. one hundred and Sixty three, one hundred and Sixty four, one hundred and Sixty nine, one hundred and Seventy four one hundred & Eighty,

One hundred and eighty one, one hundred and eighty four, one hundred and eighty six, one hundred and ninety, one hundred and ninety one, and one hundred and twenty nine. In the eighth Tier Lots N° one hundred ninety three, one hundred ninety five, one hundred ninety seven, two hundred and three, two hundred and three, two hundred and eight, two hundred & nine, two hundred and twelve, In the ninth Tier Lots N° two hundred and twenty two, two hundred and twenty six, two hundred and twenty seven, two hundred and thirty five, two hundred and thirty seven, and two hundred and thirty two. In the tenth Tier Lots N° two hundred fifty nine, and two hundred and sixty nine. in the Eleventh Tier Lots N° two hundred and twenty four, two hundred and twenty seven, two hundred and eighty three, two hundred and ninety. In the twelfth Tier Lots N° three hundred and two, three hundred and thirteen, three hundred and twenty six, and three hundred and twenty nine. In the thirteenth Tier Lots N° three hundred and thirty three, three hundred and thirty nine, three hundred and forty two, three hundred and forty three, three hundred fifty one. In the fourteenth Tier Lots N° three hundred sixty nine, three hundred seventy nine, three hundred Eighty one. In the fifteenth Tier Lots Number three hundred Sixteen, three hundred thirty nine, and four hundred and Six.

with the appurtenances as his the said John Clarks right and Inheritance and wherein the said Ephraim hatfons Entry was not after a disseisin which Hugh Hunt thereof unjustly and without Judgment hath made to the said John Clark within thirty years now last past and whereupon the said John Clark Complains and says that he was seised of the said demanded Tenements the premises with the appurtenances in his demesne as of fee and right in a time of peace in the time of his present Majesty King George taking the profits thereof to the value of five pounds by the year and into which the said Ephraim Chapin hath no Entry but after Disseisin thereof which the said Hugh Hunt unjustly and without Judgment hath made within the said thirty years now last past and continued so thereof seised until the Entry and disseisin aforesaid of the said Hugh Hunt and whereof the said Ephraim Chapin still defendth and holdeth out him the said John Clark the Demandant therefrom and thereof he brings this Suit.—
the Plt. appears by John Worthington Esq. his Atty and the said Ephraim Chapin by Moses Bliss Esq. his Atty comes in to Court and defends by his said Atty his right when & and vouches to Warrant the Lands aforesaid with their Appurtenances Abel Smith of Sandisfield in the County of Berkshire yeoman.
And the said Abel Smith being present here in Court in his own proper person freely warrants the Lands aforesaid with their appurtenances to the said Ephraim Chapin his Heirs

Clarke
vs
Chapin
No 132

Heirs &c. And the said John Clarke by John Worthington his Attr. demands against the said Abel Smith Tenant by his Warranty the Lands aforesaid with their Appurtenances in form aforesaid &c and thereupon the said John Clarke by his said Attr. saith that he the said John Clarke was seized of the Lands afores. with their appurtenances in his own Right as of his Inheritance and Right in a peaceable time in the Reign of the Lord the King that now is taking the profits thereof to the value of five pounds a year, into which the said Abel Smith had no Entry but after the Disseizin which Hugh Hunt thereof unjustly and without Judgment committed against him within twenty years last past and whereof the sd Abel still deforceth him wherefore he brings this Suit. —
And the said Abel Smith defends his Right &c when &c and vouches to warrant the Lands aforesaid with their appurtenances John Fox. —
And the said John Fox being present here in Court in his own proper person freely warrants the Lands afores. with their appurtenances to the said Abel Smith his Heirs &c. And the said John Clarke by John Worthington Esq. his Attr. demands against the said John Fox Tenant by his Warranty the Lands and premises aforesaid with their appurtenances in form aforesaid &c and thereupon the said John Clarke by his sd Attr. saith that he the said John Clarke was seized of the Lands and premises aforesaid with their appurtenances in his own Right as of his Inheritance and Right in a peaceable time in the Reign of the Lord the King that now is taking the profits thereof to the value of five pounds a year into which the said John Fox had no Entry but after the Disseizin which Hugh Hunt thereof unjustly and with out Judgment committed against him within twenty years last past, and whereof the said John Fox still unjustly deforceth him wherefore he brings this Suit. —
And the said John Fox the Tenant by his Warranty Defends his Right &c when &c and saith that the afores. Hugh Hunt did not disseize the aforesaid John Clarke of the Lands aforesaid with their appurtenances as the said John Clarke by his Writ and declaration supposes and of this puts himself on the Country. And the said John Clarke by John Worthington Esq his Attr. saith Leave therein to Imparl and it is granted him. again the sd John Clarke by John Worthington Esq. his Attr. comes into Court the same Term and the said John Fox tho three times publicly called comes not but makes Default. — Therefore it is

Considered that the said John Clark do recover his seisin against the said Ephraim of the Land and premises aforesaid with the appurtenances and that the said Ephraim have of the Lands of the said Abel to the value of the Lands and premises aforesaid and further that the said Abel have of the Lands of the s? John Fox to the value of the Lands and premises aforesaid and that the said John Fox be in mercy &c and thereof he may have his Execn. and for Costs of Court taxed at One pound Eighteen Shillings and ten pence

Execn. is. 7th July 1779.

Jeremiah Chapin of Granby in the County of Hampshire yeoman Pltf. vs. Gad Chapin of Springfield in said County Gent. Deft. in a plea of the Case for that s. Gad at said Springfield on the first day of March last past was justly indebted to the Pltf. in the sum of thirty one pounds one Shilling and ten pence by Book Account to balance according to the Acct. annexed to the Writ and in Consideration thereof said Gad then and there promised said Jeremiah to pay him the same when demanded. Also for that whereas the said Jeremiah had there before that time sold and delivered s? Gad at his request divers other Goods Wares and Merchandizes, in Consideration thereof said Gad there on the same first day of March last promised said Jeremiah to pay him for the same Goods &c last mentioned so much money as the same were reasonably worth at the time of the sale and delivery thereof on demand and said Jeremiah in fact says said Goods Wares and Merchandizes last mentioned at the time of the sale and delivery thereof were reasonably worth one other Sum of thirty one pounds one Shilling and ten pence at the time of the sale and delivery thereof whereof he the said Jeremiah then and there gave the said Gad notice. Also for that said Gad at s? Springfield on the same first day of March last was justly indebted to s? Jeremiah in the Sum of twenty pounds lawful money for so much money there before that time paid advanced and expended for him the s? Gad at his Request and in Consideration thereof said Gad then and there promised said Jeremiah to pay him the same Sum last mentioned on demand. Yet said Gad tho' often thereto requested hath not paid said Jeremiah either of the Sums aforesaid or any penny thereof but hitherto hath and still neglects & refuses to pay the same to the damage of the s? Jeremiah Sixty pounds. The Pltf. appears by Moses Wells Esq. his Attr. and the said Gad tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Jeremiah do recover against the said Gad thirty one pounds one Shilling and ten pence of lawful money Damages and Cost of Court taxed at one pound ten Shillings and two pence and thereof he may have his Execn. Execn. is. 22. June 1773.

Chapin vs Chapin No. 133

Josiah Flowers of Springfield in the County of Hampshire yeoman Pltf. vs. Jonathan Gillelson of Granville in said County yeoman Deft. in a plea of the Case for that the said Jonathan at

Flowers vs Gillelson No. 134

Flowers
vs
Tillotson
No. 134

at said Springfield on the last day of December last past being justly indebted to said Josiah in the sum of three pounds fourteen Shillings and three pence for sundry Articles of Goods according to the Goods annexed to the Writ he the said Jonathan then and there in Consideration thereof promised said Josiah to pay him the same on demand. also for that whereas at said Springfield afterwards the same day the said Jonathan in Consideration that the said Josiah had at his Special Instance and request then and there sold and delivered to him the said Jonathan sundry other Goods Wares and Merchandizes than those in the account annexed mentioned he the said Jonathan then and there promised for himself and to the said Josiah faithfully promised that he the s.d Jonathan so much money as the s.d Goods or Some reasonably worth at the time of the sale and delivery thereof to the same Josiah whenever he should be thereto reasonably required the said Jonathan would well and truly pay and Content. and the said Josiah says that the same Goods at the time of the sale and delivery aforesaid were well worth other three pounds fourteen Shillings and three pence of which the said Jonathan there afterwards the same Day had notice — also for that said Jonathan at said Springfield on the same last day of December last being justly Indebted to the said Josiah in the Sum of twelve pounds for a horse by the said Josiah then and there sold and delivered to s.d Jonathan at his Special Instance and request the s.d Jonathan then and there in Consideration thereof promised said Josiah to pay him the said Sum of twelve pounds on demand. Also for that whereas the said Jonathan at said Springfield on the last day of December last past in Consideration that the said Josiah had there before that time sold and delivered to him at his special Instance and request his the s.d Josiah's Horse other than that mentioned as aforesaid he the said Jonathan then and there in Consideration thereof promised s.d Josiah well and truly to pay and Content him whenever afterwards the s.d Jonathan should be thereto required so much money as the same horse was reasonably worth at the time of the Sale and Delivery thereof and the said Josiah says s.d Horse was then and there well worth twelve pounds of which the said Jonathan there afterwards the same day had notice, and also for that whereas the s.d Josiah there sayth, at s.d Springfield on the same last day of December at the special Instance and request of the said Jonathan sold and delivered to said Jonathan his the said Josiah's Horse other than either of the former he the said Jonathan then and there in Consideration thereof promised the s.d Josiah that he would discount with him the s.d Josiah for s.d Horse the Sum of twelve pounds out of a Debt then Due from said Josiah to said Jonathan by his s.d Josiah's promissory note before that time made to said Jonathan and yet in his hands and that he would indorse the same Sum by way of Credit on the Back of s.d note as money in part payment of the Contents thereof

in a reasonable time from the sale and delivery of the same Horse and the said Josiah says that the said Jonathan has never requested said twelve pounds last aforesaid out of the sum due to him by said note nor indorsed the same thereon by way of Credit as aforesaid according to his promise tho' he has had much more than reasonable time to do it since the time of the promise aforesaid nor hath the said Jonathan tho often thereto requested ever performed either of his promises aforesaid but unjustly neglects to do it to the damage of the said Josiah thirty pounds. the Parties appear in their proper persons and Refer their actions to the final determination, and award of Referees mutually elected by the said parties to be made on or before the last Tuesday of August next following said third Sunday of May aforesaid.

Hamp. ss. on the twenty third day of October last past in the twelfth year of his Majesty's Reign before Moses Pike Esq. of Pembroke one of the Justices of our Sovereign Lord the King assigned to keep the peace in s? County of Hampshire personally appeared John Blanchard late of Dunbarton in said County yeoman and Joshua Blanchard of the same Dunbarton yeoman and acknowledged themselves to be severally indebted to our s? Lord the King in the respective sums following viz. the said John as principal in the sum of ten pounds and the said Joshua as surety in the like sum of ten pounds to be levied on their Goods and Chattles Lands or Tenements and in want thereof on their Bodies to the use of our s? Lord the King his Heirs or Successors if default should be made in the performance of the Condition of this Recognizance which was that if the said John Blanchard should personally appear before the Justices of the Court of General Sessions of the peace then next to be holden at Northampton for and within the said County of Hampshire on the second Sunday of November then next to answer to such matters and things as should be objected against him in Behalf of s? Lord the King and more Especially to an indictment for theft and should do and receive that which by the s? Court should be then and there enjoined him and not depart without License then said Recognizance was to be void and of none effect otherwise to abide in full force power and virtue as by the Record aforesaid Recognizance which is here duly proved in this Court before us appears which Recognizance still remains in said Court in full force no way satisfied nor made void and whereas the said John Blanchard did not personally appear before s? Court of General Sessions as but being three times audibly and solemnly called to come into s? Court did not come but wilfully and wilfully neglected so to do and so the sum aforesaid became forfeited and due to s? Sovereign Lord the King yet have not been paid but still remains Due as and the said Joshua having been summoned to appear here and Shew cause why the sum aforesaid due as aforesaid should not be paid doth not appear but makes default of appearance here—

D? Rex
vs.
P. Blanchard
No. 1.35

D.s Rex vs. Blanchard No. 135

Therefore it is Considered by the Court that Execn. of the s.d Empanels be issd against the said Joshua to be levied of his Goods or of his Body according to the form of the Statute in this Case provided for the use of the County of Hampshire and to be brought into Court and also for Costs taxed at One pound Eleven Shillings and Empanel Execn. issd 16th August 1773.

Tillotson vs Flowers No. 136

Jonathan Tillotson of Granville in the County of Hampshire Yeoman Plt. vs. Josiah Flowers of Springfield in s.d County yeoman Deft. in a plea of the Case for that the said Josiah at s.d Springfield on the fifth day of November last by his promissory Note of that date for value recivd promised to pay him forty one pounds twelve Shillings on demand with lawful Interest for the same from and after one month from the date of said Note till s.d Sum should be paid. Yet s.d Josiah hath never paid the same but neglects it to the damage of the s.d Jonathan fifty pounds. the Plt. appears by John Worthington Esq. his Attr. and the said Josiah tho' three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Josiah forty one pounds fourteen Shillings and six pence of lawful money Damages and Cost of Court taxed at One pound ten Shillings and ten pence and thereof he may have his Execn. Ex. issd 16th August 1773.

Ingersoll vs Dewey No. 137

John Ingersoll of Westfield in the County of Hampshire Esq. Plt. vs. Thomas Dewey of s.d Westfield yeoman Deft. in a plea of the case for that said Thomas at s.d Westfield on the eighth day of August last past by his note of that date for value recivd promised s.d John to pay him or Order forty four pounds twelve Shillings and ten pence on demand with Interest till paid. Yet s.d Thomas tho often requested hath never paid the same or any part thereof but neglects it to the damage of the s.d John fifty pounds. the Plt. appears by John Worthington Esq. his Attr. and the s.d Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the s.d John do recover against the s.d Thomas forty Six pounds fourteen Shillings and four pence of lawful money Damages and Cost of Court taxed at One pound nine Shillings and Six pence. And now the said Thomas in his own proper person comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he the said Thomas with Surties as the Law directs for his prosecuting s.d Appeal with effect as by the said Recognizance on file may be seen.

Taylor vs Day No. 138

Samuel Taylor late of Springfield in the County of Hampshire now of Northington in s.d County yeoman Plt. vs. Luke Day of Springfield aforesaid yeoman Deft. in a plea of the Case for that the said Luke at said Springfield on the twenty ninth day of November A.D. 1771 by his Note of that date

for value recived promised said Samuel to pay him or Order the sum of forty pounds one Shilling and two pence on or before the first day of May then next with the lawful Interest for the same till paid. also for that s? Lube at s? Springfield on the twenty ninth day of November A D 1771 by his other Note of that date for value recived promised s? Samuel to pay him or Order twenty pounds and seven pence on or before the first day of May then next with Interest till paid. Yet s? Lube tho often requested hath fulfilled either of his promises aforesaid but neglects it to the damage of the s? Samuel Ninety pounds. the Plt. appears by John Worthington Esq. his Attr and the said Lube tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Lube Sixty five pounds seven Shillings and six pence of lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and six pence. And now the s? Lube by Justin Ely Gent. his Attr comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and the Recognizance with Sureties as the law directs for the said Lube prosecuting his said Appeal with effect as by the s? Recognizance on file appears.

Samuel Saylor late of Springfield in the County of Hampshire now of Worthington in said County yeoman Pltf. vs. Lube Day of said Springfield yeoman Deft. in a plea of the Case for that said Lube at s? Springfield on the twenty ninth day of November 1771 by his note of that date for value recived promised s? Samuel to pay him or Order twenty pounds and seven pence lawful money on or before the first day of May then next with Interest till paid. also for that said Lube at s? Springfield on the twenty ninth day of November A D 1771 by his other Note of that date for value recived promised Samuel Saylor to pay him twenty pounds and seven pence lawful money by the first day of May then next with lawful Interest for the same till paid. yet s? Lube tho often requested hath fulfilled either of his s? promises but unjustly refuses it to the damage of the said Samuel Sixty pounds. the Plt. appears by John Worthington Esq. his Attr and the said Lube tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Lube forty three pounds Eleven Shillings and eight pence of lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and six pence. And now the said Lube by Justin Ely Gent. his Attr comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he Recognizes with Sureties as the law directs for the said Lube prosecuting said Appeal with effect as by the said Recognizance on file appears.

Idem vs Eundem No. 139

Fowler vs. Sumner No. 1810

Bildad Fowler of Westfield in the County of Hampshire yeoman Pl. vs. Hezekiah Sumner late of Sandisfield in the County of Berkshire) now of a place called the Eleven Thousand Acres in no Town but adjoining to Sandisfield, Tyringham, and Pittsfield and lying in the said County of Berkshire. Govt. Debt. in a plea of the Case for that said Hezekiah at said Springfield on the twenty eighth day of December Anno Dom 1767 by his note of that date for value received promised the said Bildad to deliver to him at his the said Hezekiahs Shop therein in Sandisfield Eighty four good axes by the last day of May then next made in a good workmanlike manner & weighing the one half of them four pounds each and the other half of them four pounds and half each, provided the said Bildad should by the fifteenth day of July then next deliver at the said Hezekiahs Shop aforesaid in Sandisfield four pounds of Iron and half and half a pound of good Steel as materials for making each and every of the said axes. and the said Bildad says that after the making said note and before the said fifteenth day of July he delivered at said Hezekiahs Shop aforesaid the said quantity of Iron and Steel according to the Tenor aforesaid for making the full number of Eighty four axes as aforesaid and that the said Hezekiah ought according to his said promise to have delivered the said axes to him the said Bildad when they had been so delivered would then and there have been worth Eight Shillings each and that he was always ready to receive the same axes at the place aforesaid. Yet the said Hezekiah tho often requested and particularly on the same last day of May at his said Shop in Sandisfield aforesaid never delivered the said axes or any of them to the said Bildad nor any way performed or fulfilled his said promise but unjustly hath neglected to do it to the damage of the said Bildad thirty pounds tho' &c. &c. pears by John Worthington Esq. his Att. and the Deft in his own proper person came and moved for a Continuance of this Action. and it is Considered that the said Parties have a day until the last Tuesday of August next following said third Tuesday of May aforesaid!

Sherman vs Gooley No. 1811

James Sherman of Springfield in the County of Hampshire yeoman Pl. vs. Izariah Gooley of said Springfield yeoman and a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of said County Deft. in a plea of the Case for that said Izariah at said Springfield on the first day of June Anno Dom 1768 was Justly Indebted to the said James in the Sum of fourteen pounds for a horse by the said James then and there sold & delivered to the said Izariah at his special Instance and request he the said Izariah then and there in Consideration thereof promised said James to pay him the said Sum on demand, and also for that whereas at said Springfield on the same first day of June Anno Dom 1768 the said James at the special Instance and request of the said Izariah sold and delivered to him said Izariah his the said James other horse of the price of fourteen pounds he the said Izariah then and there in Consideration thereof—

promised P. James to pay him other? sum of fourteen pounds within three months then next following. And also for that whereas at Springfield on the same first day of June 1768 the P. Uriah in Consideration that at his special instance and request the P. James had before that time there sold and delivered to him for the said James's other horse than is other of the former he P. Uriah then and there promised on himself and faithfully promised said James well and truly to pay to P. James for the said Horse whenever he should be thereto requested so much money as the P. Horse was reasonably worth at the time of the sale and delivery of him aforesaid and the said James says that the P. Horse was then well worth other fourteen pounds of which the said Uriah afterwards the same day had notice at said Springfield. Yet said Uriah tho often requested hath never fulfilled either of his P. promises but unjustly neglects it to the damage of the P. James fifty pounds. the Plt. appears by John Worthington Esq. his atty and the said Uriah in his own proper person come here and moved at this Action may be Continued and it is Considered that the said parties have a day given until the last Tuesday of August next following said third Tuesday of May aforesaid.

Benajah Bennett of Worthington in the County of Hampshire yeoman Plt. vs. William Underwood of Sandisfield in the County of Berkshire yeoman Deft. in a plea of the case for that said William at said Worthington on the sixth day of April 1771 by his note of that date for value received promised the P. Benajah to pay him twelve pounds ten Shillings by the sixth day of December then next with lawful Interest for the same till paid yet P. William neglects to do it to the damage of the said Benajah twenty pounds. the Plt. appears by John Worthington Esq. his atty and the said William three times publickly called makes default of appearance here. — Therefore it is Considered that the said Benajah do recover against the said William fourteen pounds one Shilling and eight pence of lawful money Damages and Cost of Court taxed at Two pounds one Shilling. After all which the said William by Asa Fitch Esq. his atty comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the County of Hampshire and Berkshire on the last Tuesday of Sept. next and he recognizes with Sureties as the Law directs for the said William to prosecute said Appeal with effect as by P. Recog. on file appears.

Benn.d vs Underwood No. 142

David Hitchcock of Worthington in the County of Hampshire yeoman Plt. vs. Thomas Fowell of Berkshire yeoman Deft. in a plea of the Case for that said Thomas at Springfield in the third day of October 1770 by his note of that date for value received promised said David to pay him ten pounds in one year from the date with Interest till paid. Yet P. Thomas tho often requested hath never performed his said promise but neglects it to the damage of the P. David fifteen pounds. the Plt. —

Hitchcock vs Fowell No. 143

Hitchcock vs Tousdell No. 113

Pltf. appears by John Worthington Esq. his Attr. and the Defr. Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considerd that the said David do recover against the Defr. Thomas Damages £ Costs. neither note or Bill filed—

Foster vs. White 2. No. 114

Samuel Foster of Wethersfield in the County of Hartford and Colony of Connecticut yeoman Pltf. vs. Thomas White the second of South Hadley in the County of Hampshire yeoman Deft. in a plea of the Case for that said Thomas at said Springfield on the first day of December Anno 1772 by his note of that date for value received promised the said Samuel Foster or his Order the value of eight pounds two Shillings and eight pence in wheat at the market price by or before the first day of May then next and that if he should fail to pay Said Samuel the value of said Sum in wheat by said time then to pay him that Sum in money with lawful Interest for the same from the date of said Note till paid yet said Thomas tho often requested never paid said wheat as does nor hath he ever paid the said Sum of eight pounds two Shillings & eight pence with the Interest thereof but unjustly neglects it to the damage of the said Samuel twelve pounds. The Pltf. appears by John Worthington Esq. his Attr. and the said Thomas tho thrice times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Thomas nine pounds six Shillings and ten pence of lawful money Damages and Cost of Court taxed at one pound sixteen Shillings and six pence and thereof &c. Execn. is? 3d. August 1773

Burbanks vs Hopkins No. 115

Timothy Burbanks of Springfield in the County of Hampshire yeoman Pltf. vs. Timothy Hopkins of said Springfield Gent. Deft. in a plea of the case for that the said Hopkins at said Springfield on the twenty sixth day of June Anno 1772 by his note of that date for value received promised said Burbanks to pay him three pounds fifteen Shillings in Six months and if not paid by that time then Interest till paid. Yet said Hopkins tho often requested wholly neglects to perform his said promise to the damage of the said Burbanks six pounds. The Pltf. appears by John Worthington Esq. his Attr. and the said Hopkins tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Burbanks do recover against the said Hopkins three pounds fourteen Shillings and three pence of Lawful money Damages and Cost of Court taxed at one pound five Shillings and eight pence and thereof he may have Execn. Exc. is? 3d. August 1773.

Edwards vs Day No. 116

Timothy Burbanks of Springfield in the County of Hampshire yeoman Pltf. vs. Elisha Day of said Springfield yeoman Deft. in a plea of the Case for that said Elisha at said Springfield on the eighteenth day of May last past by his Note of that date for

value ruined promised said Timothy to deliver to him at the Bank at Shadey Hill Landing place so called (viz in Wethersfield in the County of Hartford and Colony of Connecticut) ten thousand of good merchantable Barrel Hoops poles on or before the twenty fifth day of October then next which hoops poles the Defendant would at any time since the time of giving said Note (even until the day of suing out the Writ) have delivered at said Shadey Hill Landing and the Plt. saith he has always been ready there to receive the same yet the said Defendant tho often requested hath never delivered the same or any part thereof nor any way fulfilled his said promise but unjustly refuses it to the damage of the said Timothy twenty five pounds the Plt. appears by John Worthington Esq. his Attr. and the Defendant tho three times publickly called doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Timothy do recover against the said Eleazer twenty three pounds Seventeen Shillings of lawful money Damages and Cost of Court taxed at two pounds six Shillings and four pence and that he

Exon. in 3d. August 1773.

Michael Jackson late of Northfield in the County of Hampshire yeoman Plt. vs. William White of Springfield in said County yeoman Deft. in a plea of the case for that the said William at said Springfield on the twenty third day of June A.D. 1772 by his note of that date for value received promised said Michael to pay him the value of three pounds Lawful money in white Rye Barrel Staves at the Cash price to be delivered at the Ferry landing in said Springfield within one month from the date and tho the Plt. was always ready at said Landing to receive said Staves and tho the Deft. was often requested to deliver them yet he never delivered the same or any part of them nor any way performed his said promise but hath hitherto refused and still neglects to do it to the damage of the said Michael five pounds. the Plt. appears by John Worthington Esq. his Attr. and the said William tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered by the Court that the said Michael do recover against the said William three pounds three Shillings and seven pence of Lawful money Damages and Cost of Court taxed at one pound nineteen Shillings and ten pence and that he may have his Execn. Ex. en. August 3. 1773.

Jackson vs White N. 1 17

James Mariner vs. Samuel Flower Continued at the motion of the Deft. by Jonathan Bliss Esq. that a Survey may be taken of the land demanded, and Capt. Nathaniel Dwight is by agreement of the Parties to make a Survey.

The Writ not being on file the Bond thereof must be omitted till next Term.

Mariner vs Flower N. 1 18

William Williams of Hatfield in the County of Hampshire Esq. Plt. vs. Lucy & Patterson of Hatfield in said County yeoman Deft. in a plea of the Case for that the said Josiah of Hatfield aforesaid on the fourteenth day of November A.D. 1772 by

Williams vs Patterson N. 1 19

Williamstop
vs
Patterson
No. 149

by his note of that date for value received promised the Pl. William to pay him eight pounds fifteen Shillings and eight pence making that Sum of lawful money on demand and the lawful Interest thereof till paid. Yet the same Joseph hath not paid the said Sum or any part thereof or of the Interest of it to the Pl. William though often by him thereto requested but denys to do it to the damage of the said William in twelve pounds. the Pl. appears in his own proper person and the said Joseph three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said William do recover against the D. Joseph nine pounds one Shilling of lawful money Damages and Cost of Court taxed at Orde[illegible] and nine Shillings and thereof he may have his Execution. Given &c. 10th March 1774.

Ebur Church
vs
Willard Esq.
No. 150

Ebur Church late of Hadley in the County of Hampshire yeoman Pl. v. Josiah Willard of Winchester in the County of Cheshire and Province of New Hampshire Esq. Deft. in a plea that the said Josiah render to the P. Ebur One hundred pounds Sterling money of Great Britain (equal in value to one hundred and thirty three pounds six Shillings and Eight pence lawful money of the Province of the Massachusetts Bay in New England) which to him he owes and from him unjustly detains and wherein the P. Ebur says that the said Josiah at P. Springfield on the Sixteenth day of Octo. A.D. 65 by his certain Writing Obligatory of that date sealed with the seal of the D. Josiah in Court to be produced acknowledged himself to be holden & to stand firmly bound and obliged to the said Ebur (by the name of Ebur Church of a place called Brattleborough in the Province of New York Cordwainer) in the P. Sum of one hundred pounds Sterling money of Great Britain (equal in value as aforesd) to be paid to the said Ebur on Demand yet the said Josiah tho often requested hath never paid the same or any part thereof but wholly it to the damage of the P. Ebur One hundred and Sixty pounds. the Pl. appears by Chauncey Strong Esq. his Att. and the Deft. by Caleb Strong Gent. his Att. said know that this action may be Continued, and it is Considered that the said Parties have a day before the Lord the King here until the last Sunday of August next following P. third Sunday of May aforesaid.

Pease
vs
Warner
No. 151

Joseph Pease of Suffield in the County of Hampshire yeoman Pl. v. Zecheriah Warner the younger of Springfield in said County yeoman Deft. in a plea of the Case for that said Zacheriah at said Springfield on the twenty eighth day of October last past by his Note under his hand of that date for value received promised said Joseph to pay him thirteen pounds seven Shillings and one penny lawful

lawful money by the first day of April then next after the date of s^d Note with lawful Interest for the same till paid. Yet said Zacheriah tho' often thereto requested hath not paid s^d Joseph the same Sum or any penny thereof or said Interest but hither to altogether hath and still neglects and refuses to pay him the Contents of the same Note to the damage of the said Joseph fourteen pounds. the Pl^t. appears by Moses Pitts Esq. his Att^y and the s^d Zacheriah tho three times publickly called to come into Court to his not come but makes default of appearance here. Wherefore it is considered by the Court that the said Joseph do recover against the said Zacheriah thirteen pounds sixteen Shillings and five pence lawful money Damages and Cost of Court taxed at One pound Eight shillings and two pence and thereof &c. Ex. is. 8th June 1752

Silah Wright of Northampton in the County of Hampshire a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of s^d County Pl^t. vs. Zebadiah Sexton alias Saxton of Westfield in s^d County yeoman Deft. in a plea of Trespass on the Case and whereupon the said Silah Complains for that to wit for that whereas he the s^d Silah on the thirtieth day of November last at Chesterfield aforesaid was possessed of one watch vizt a Silver watch of the value of two pounds of his own proper Goods and being so thereof the s^d Silah afterward. that is to say the day and year last above at Chesterfield aforesaid the said watch out of his house and Possession did casually lose and was deprived of the same which s^d Silverwatch afterwards that is to say the said thirtieth day of November last at Chesterfield aforesaid by finding came to the hands and possession of the s^d Zebadiah. Nevertheless the s^d Zebadiah knowing the s^d Watch to be the proper watch of the said Silah and to him the said Silah of right to belong and appertain contriving and fraudulently and subtilly to deceive and defraud the said Silah in this particular the watch aforesaid to the said Silah altho often thereto required hath not delivered but the said Watch afterwards that is to say the s^d thirtieth day of November at Chesterfield afores^d the said Zebadiah to his own proper use did then and there dispose of and Convert to the damage of the said Silah ten pounds. the Pl^t. appears by Josiah Stanley Esq. his Att^y and moves that this Action may be continued for want of a material Witness who is not now able to attend by reason of Bodily Indisposition and the said Parties have a day &c accordingly until the last Tuesday of August next for leaving said third Tuesday of May aforesaid.

Silah Wright vs Zebadiah Saxton ats 1752

Elijah White of Bolton in the County of Hartford and Colony of Connecticut yeoman Pl^t. vs. Solomon Taylor late of Enfield now of Murrayfield in said County of Hampshire yeoman Deft. in a plea of the Case for that said John at Springfield on the sixth day of April last past by his note of that date for value then received promised the said Elijah to pay him four pounds four Shillings and ten pence lawful money on demand with lawful Interest till paid. Also for that said John at said Springfield the same day and year aforesaid to the Pl^t then there

White vs Taylor ats 1753

Wile vs Saylor V. 153

of twenty two Shillings and two pence lawful money to ballance. both Witnesses sworn to the Amount as prayed to the Writ and being so Indebted in Consideration thereof. Solon Hunt and Thos. Preston the Dt. to pay unto the said Plaintiff the Sum demanded &c. &c. tho often thereto requested hath never paid either of said Sums or any penny of either of them to the Plt. but unjustly detains it to the damage of the said Plaintiff six pounds. the Writ aforesaid by Sus Bradley dated Nov. 4th. and the said Solon thereto sworn publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered by the Court that the said Plaintiff recover against the said Solon five pounds twelve Shillings and six pence of lawful money Damages and Cost of Court taxed at Six pounds Seventeen Shillings and ten pence &c. &c. Ex. Is. of Ct. Nov. 1773.

Petition of Clapp vs. 154

The Petition of Elijah Clapp and Rachel Bridgman Admrs. on the estate of Thomas Bridgman late of Northampton in the County of Hampshire Esq. deceas. humbly sheweth that the personal Estate of s. deceas. is insufficient to pay the Debts due from said deceas. at the time of his death, they therefore pray that they may be enabled & impowered to make sale of so much of the Real Estate of s. deceas. as may be sufficient to pay the remainder of the Debts due therefrom with the necessary charges arising about the sale thereof and to give a valid Execution of their s. Capacity of Legal conveyance thereof to the purchaser and in duty &c.

Therefore it is Ordered that the said Admrs. have leave to sell Seventeen pounds worth of the Real Estate of the s. Thomas for the payment of the Debts due from s. Estate they observing the direction of the Law &c.

Petn. of E. Miller for sale of Lands V. 155

Elizabeth Miller Widow Administratrix on the Estate of John Christian Miller the younger late of Simsbury in the Colony of Connecticut deceas. humbly shews. that the Debts due from the said John at the time of his decease together with the Charges of Administration amount to the Sum of Sixty pounds Six Shillings and two pence more than the whole of his personal Estate and what real Estate has been heretofore sold for that purpose as by the Certificate exhibited with s. Petn. appears. s. Petitioner therefore prays she may be Enabled to make Sale of so much of the Real Estate of the s. John as shall be sufficient to pay s. Sum with further Costs and Charges, subject however to her Right of Dower therein; as in Duty &c. Therefore it is Ordered that the s. Elizabeth the Admx. may make sale of all the real Estate of which the s. John died seized lying within this Province subject however to her Right of Dower therein she observing the directions of the Law &c.

Petn. of M. Saxton for sale of Lands V. 156

The Petition of Mary Saxton Widow Admx. on the Estate of Samuel Saxton late of South Brimfield in the County of Hampshire Husbandman deceas. humbly shews that the Debts due from the said Samuel at the time of his decease together with the Charges of Administration amount to the Sum of Seventeen pounds nine Shillings and eight pence halfpenny more than the whole of his personal Estate as by the Inst herewith Exhibited appears. said Petitioner therefore

prays she may be inabled to make Sale of so much of the Real Estate of said Samuel as shall be Sufficient to pay s.d Sum with the further Costs and Charges and to give a good and Sufficient Deed or Deeds of the same, as in Duty &c — Therefore it is Ordered that the s.d Mary the Adm.x have leave to make Sale of so much of the Real Estate of the said Samuel deced. as shall amount to the Sum of twenty four pounds of lawful money for the payment of the Debts due from said Estate. She observing the Direction of the Law &c —

The Petition of John Warner of Springfield in the County of Hampshire Adm.r on the Estate of Miriam Warner lately of s.d Springfield deced. humbly shews that the Debts due from the Estate of s.d Miriam deced. exceed the whole of the Estate both Real and Personal which belonged to her at the time of the appraised value thereof by the Inventory the Sum of thirty two pounds and a half penny and that said Estate is Insolvent wherefore s.d Petitioner prays that he may be authorized & impowered to make sale of the whole of said Real Estate and make and Execute any Sufficient Conveyance thereof, and as in duty &c — Therefore it is Ordered that the said John have leave to dispose of the whole of the s.d deced.s Real Estate for the purpose aforesd. observing the directions of the Law &c —

Petition of Warner for sale of Real Est. V. 157

John Ely yeoman and Justin Ely Gent. both of Springfield in the County of Hampshire Plff: vs. Joseph Parsons of said Springfield yeoman Deft. in a plea of Debt &c as at large on Record Entered for s.d and now the Plff: appear by Worthington Esq. their Attd. and now at this day until which time the said Joseph had Liberty of Imparling &c. & then to Answer &c. the s.d Joseph comes & defends the force and Injury when &c and say that the said John and Justin ought not to have or maintain their action aforesd. against him the said Joseph because he says that after the s.d twenty ninth day of April in the Plff.s Declaration mentioned and before the Purchase of the Writ aforesd. viz. on the eighth day of May Inst. at Springfield the s.d John and Justin the now Plff.s and one John Worthington, Titus Bliss, Luke Bliss, Lewis Bliss, George Symonds Benj.a Day Lidi Ely, David Miller Nathaniel Morgan, Nath.l Wilkinson, Abel Chapin Benj.a Ely, John Cawthorne, Ezekiel Day, Simeon Ely, John Taylor, Abel Cooley, Justin Ely John Mosely, Job Ely, Nath.l Gaylord Hezekiah Porter, Caleb Day, Josiah Damon & Elijah Lal Lenard, agreed with the said Joseph Parsons that if he the said Joseph Parsons should duly convey to them the Plff.s and the other persons before named his the said Josephs Farm on which he then lived and the rest of his Estate whenever they the s.d Plff.s and the other persons aforenamed would receive the same within a reasonable time afterwards that they the said John and Justin (the now Plff.s) and the other persons before named would take and accept the same of the said Joseph Parsons in full Satisfaction and discharge of all Debts and Sums of money to them and every or any of them due and owing from the said Joseph Parsons and thereupon the said Joseph Parsons there afterwards on the fifteenth day of May aforesd. in

Edgetal vs Parsons 158

& Lyell al
vs
Carew

in the year last aforesaid at the request and by Order and direction of the said John and Justin the now Pltffs and the other persons aforenamed his Creditors as aforesaid and in pursuance of the Covenant aforesd did duly convey assure and deliver to them the said John and Justin the now Pltffs and the other Creditors aforenamed his the said Joseph's Farm aforesaid to hold in fee simple and also his the said Joseph's Share of Stalls and about two dozen of Standing Corn to have and hold the same to their sole use and benefit And then and there offered to convey assure & deliver to them the said John and Justin the now Pltffs and the other persons aforenamed his Creditors aforesaid all the rest and residue of his Estate in full discharge & Satisfaction of all Debts and Sums of money at the time of sd Agreement due and owing from the said Joseph Carew to the said John and Justin the now Pltffs and the other persons aforenamed his Creditors aforesaid and every or any of them according to the form and effect of the Agreement aforesaid. and the said John and Justin the now Pltffs and those before mentioned & dtd thereupon and there accepted of the said Joseph Carew his Farm aforesaid & Share & Colt & standing Corn aforesd conveyed assured and delivered as aforesaid according to the form and effect & in Execution of the Covenant & Agreement aforesd and then and there refused to accept & receive the rest & residue of his the said Josephs Estate and the said Joseph Carew further saith that he always afterwards hitherto was and still is ready to convey assure and deliver to the said John & Justin the now Pltffs and the other persons aforenamed his Creditors aforesd all the rest and residue of his Estate if they will accept the same and this he is ready to verify Wherefore he prays Judgment if the said John and Justin ought to have their said action against him maintained.

And the said John Lyle and Justin Lyle say that they by anything by the said Joseph Carew above in pleading alledged ought not to be precluded from having their Action aforesaid thereof against him because by protesting that they the said John & Justin the Pltffs and those other persons mentioned in the said Josephs Plea Creditors of the said Joseph never accepted of the said Josephs Farm in the plea aforesaid mentioned and of his Mare and Colt & standing Corn in said aforesaid in his said plea mentioned as conveyed assured & delivered to them according to the tenor and effect & in execution of the Covenant & agreement by him the said Joseph by his plea aforesaid supposed to have been made with him by the said John & Justin & by his other Creditors aforenamed protesting also that they the said John and Justin the Pltffs and the other Creditors of the said Joseph aforenamed never refused to receive the rest and residue of the said Josephs Estate as the the said Joseph in his plea aforesaid avers they say that the said Joseph never offered to convey assure and deliver to them the said John and Justin the now Pltffs and to the other persons before named his Creditors all the rest and residue of his Estate in full discharge and satisfaction of all Debts and sums of money which at the time when the

agreement abovementioned is by the Pl. Jury is supposed to have been made
ment due and owing from said Joseph to them the said Johnson & Sutton
the Plffs and the other parties before mentioned in their proper
form as the said Joseph hath above in pleading alledged and this they
pray may be enquired of by the Country.
and the Deft. likewise. Whereupon the jurors of the jury empan-
elled to try the issue joined after the Statute in that case made & pro-
vided came at this time returned and impannelled being demanded
likewise especially to try the truth concerning the premises be-
ing duly chosen & sworn upon their oath that the Plffs and the
other Creditors of the said Joseph named in the said Joseph's de-
claration with the said Joseph in his plea alledged and
the said Joseph's Farm &c. in the pleading
ing Farm aforesaid in his plea mentioned as conveyed
and delivered to them in execution of the said fraudulent
agreement and that the said Joseph did offer to convey to the
Plffs and the said other Creditors the rest & their Estate immu-
nes as he was declared & that they refused to accept the same.
Therefore it is considered by the Court that the said Joseph the
Defendant do recover against the said Johnson and Sutton the Plffs
Costs of suit by them about their defence in this behalf expended
and the said Joseph may have his Execution &c. Whereupon & upon the
and thereof he prays leave &c. Execution &c. it. q.d. Augt 1773.

The foregoing Judgments Orders &c were made & entered
up in manner aforesaid and the said Court was
then adjourned without Day —

Att Wm Williams Clerk.

Hampshire ss Annoq Regni Georgii Tertii Regis Magnæ Britanniæ —
Franciæ et Hiberniæ decimo Tertio. ——

At the Inferiour Court of Common Pleas holden at
Springfield within and for the County of Hampshire
on the last Tuesday of August being the 31st day of the
Present. same month Anno Domini 1773.

Israel Williams ... Esq.
Oliver Partridge .. Esq.
Timothy Dwight .. Esq.
& Thomas Williams Esq.

Judges of Trials

Wm. Wm. Stoddard Foreman
Richard Woolworth
Esqrs. Thomas Dwight
David Burt Esq.

Sheriff, John Langdon
South. Aaron Granger
Coll. Brimsmead Manly
Esq. Duncan Lawton
Maj. Reuben Munn
Capt. Mathew Blair
Gran. Job Isler Junr.
Jr. Stat. Mans Montague

In the Cases Fowler vs. Fowler, Mighill vs. Farnsworth, White vs. Grant, was on, de Sale, Charles Hoar, Brimsd. and Richard Woolworth off.
Isaac Morgan, Jyd. Gyron Charles Boynton and Jacob Taylor Granr. were Returned and Excused. —— ——

Cont. Actions

Dunsmore et Uxor vs Allen

William Dunsmore of Lunaster in the County of Worcester Physician and Hannah his Wife in the right of the sd. Hannah Plff. vs. Enoch Allen of Ashfield in the County of Hampshire Husbandman originally Deft. but now vs. Reuben Belding who by his Warranty is now become Deft in a plea of Ejectment &c as on Record heretofore —

In this Action the Court by special power from the General Court appointed against the Deft. to eight pounds four Shillings and six pence. and the Plff. now comes here by Daniel Williams Esq. his Attorney and acknowledges he has received the aforesd. Sum of the sd. Belding and prays Leave to discontinue his suit and it is thereupon Ordered that the said Action according to the Power of the General Court be discontinued. —— ——

Williams vs Wilbur

Daniel Williams of Easton in the County of Bristol Esq. Plff. vs. Asher Wilbur of Ashfield in the County of Hampshire Husbandman formerly Deft. but now against Reuben Belding who by his Warranty is become Deft. in a plea of Ejectment &c as at large on Record heretofore. And now by special Power of the General Court, their Court acknowledge to the said Daniel Williams Esq. Seven pounds ten Shillings and ten pence for his Costs, which the said Daniel now here in this proper person acknowledges he has received of the said Reuben, and prays the Leave of the Court to discontinue his suit. And it is Ordered by the Court that the said Action be discontinued accordingly. ——

William Pynchon of Salem in the County of Essex Esq. and others Plffs
vs. Samuel Glover of Wilbraham in the County of Hampshire yeo-
man Deft. in a plea of Entry 2nd division We as at large on Record Pynchon
heretofore and now the s. Parties appear and move for a further vs.
Continuance of this Action, and it is Considered that the said Glover
Parties have a day be until the last Tuesday of November next
Leaving said last Tuesday of August aforesaid.

William Blair Gaunser of Boston in the County of Suffolk Townsend
Esq. Plt. vs. John Morton yeoman and Joseph Morton vs
yeoman both of Brookfield in the County of Hampshire Defts. in a Mortons
plea of Trespass &c as on Record heretofore. the Plt. appears by Simon
Strong Esq. his Attr. and the Defts by Joseph Hawley Esq. their Attr.
and move that this Action may be Continued, and the s. Parties
have a day before the Court sitting there accordingly until the
Second Tuesday of November next following s. last Tuesday of August aforesaid.

Daniel Old of Harwood in the County of Berk- Old
shire yeoman Plt. vs. Bildad Fowler of Westfield in the County of vs
Hampshire yeoman Deft. in a plea of the Case &c as on Record here- Fowler
tofore. the Plt. appears by John Worthington Esq. his Attr. and the
said Bildad by Isaac Bliss Esq. and John Hooker Esq. their Attrs
and defends the force and injury &c and says he never promised
the Plt. in manner and form as the Plt. in his Declaration against
him hath alledged and thereof puts himself on the Country. —
and the said Daniel &c likewise. Thereupon the Jurors of
the Jury agreable to the form and effect of the Statute in this
Case made and provided were at this time here and impannelled being demanded Likewise and who to say the truth
concerning the premises being duly sworn declare upon their
oath that the said Bildad never promised in manner & form
as the s. Daniel against him hath alledged. Therefore it is Con-
sidered that the said Bildad do recover against the said Daniel
his Costs taxed at Eleven pounds fifteen Shillings and four pence.
And now the said Daniel by his Attr. appeals from the Judg-
ment of this Court to the Supreme Court of Judicature &c
next to be holden at Springfield within the County of Hamp-
shire and for the Counties of Hampshire and Berkshire on the
fourth Thursday of September next and he recognizes with Sure-
ties as the Law directs for the said Daniel's prosecuting his Ap-
peal with effect as by the said Recognizance on file appears.

Israel Field of Brattleborough in the County Field
of Cumberland and Province of Vermont yeoman Plt. vs. Josiah Pike
Pike of Shrewsbury in the County of Worcester yeoman Deft.
in a plea &c as on Record heretofore. And now the s. Israel being
three times publickly called doth not come therefore is Nonsuit
and the said Josiah his Suit &c and the Action dismissed.

Elizabeth Thorp of Fairfield in the County of Fairfield and Thorp
Colony of Connecticut yeoman Plt. vs. Gideon Dibble lately &c. Fairfield vs.
now residing in s. Springfield Blacksmith Deft. in a plea &c Dibble
as on Record heretofore. the Plt. being three times publickly called
is nonsuit and the Defendant likewise Defaulted and the Action dismissed.

Church vs Wells } John Church of Chesterfield in the County of Cheshire and Province of New Hampshire Esq. Plt. vs. Elijah Wells of Conway in the County of Hampshire yeoman Deft. in a plea of trespass &c as at large on Record of last Term. the Plt. appears by Caleb Strong his Att. and the said Elijah by John Worthington Esq. his Att. comes hereand moves that this Action may be continued. and the said parties have a day &c untill the second Tuesday of November next following said last Tuesday of August inst.

Brush & al vs Eaby } Robert Brush and Seth Hunt both of Northampton in the County of Hampshire Gentlemen & Joint partners in Trade Plt. vs. Jeremiah Eaby of Sandborough in the County of Berkshire Gent. Deft. in a plea of trespass &c as on Record therefore. the Plt. appear by Caleb Strong Junr. Esqr. their Att. and the said Jeremiah the third time publickly called to come into Court doth not come but makes Default of appearance. Therefore it is considered that the said Robert and Seth do recover against the said Jeremiah Seventy pounds fourteen Shillings and two pence three farthings of lawful money Damages and Cost of Court taxed at two pounds six Shillings and four pence and thereof they may have their Exc. Exc. is. 22d. September 1773.

Fiske vs Mixer } Robert Bush and Seth Hunt both of Northampton in the County of Hampshire Gentlemen and Joint partners in Trade Plts. vs. Gideon Mixer of Northampton in s.d County Deft. in a plea &c as on Record therefore the Plts. appear by Caleb Strong Junr. Esqr. their Att. and the said Gideon being three times publickly called makes default of appearance. Therefore it is considered by the Court that the said Robert and Seth do recover against the said Gideon forty pounds ten Shillings and eight pence of lawful money Damages and Cost of Suit taxed at two pounds six Shillings and two pence. and now the D. Gideon by John Worthington Esq. his Att. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he Recognizes with Surities as the Law directs for the D. Gideon prosecuting his D. Appeal with effect as by the D. Recognizance on file appears.

White vs Burbee } Simeon White of Williamsburgh in the County of Hampshire yeoman Plt. vs. Thomas Burbee of Williamsburgh aforesaid yeoman Deft. in a plea of the Case &c as on Record of last Term. And the said Parties now come into Court by their respective Attys. viz. the D. Simeon by Caleb Strong Esqr. and the said Thomas by John Worthington Esq. his Att. and agree to refer their D. action to the final determination and Award of Capt. William Lyman, Capt. Samuel Partridge, and Lt. David Billings or any two of them (Arbitrators mutually elected and named by the said Parties) to be made upon the premises and Return'd

into this Court so sar: as may be and the sd: parties have a further day & until the Second Tuesday of November next following sd: last Tuesday of August aforesaid.

William Shattuck of Montague in the County of Hamp. shire yeoman Plt. vs. Abel Marsman of Conway in sd: County yeoman Deft. in a plea &c as on Record at last Sess. the Plt. appears by Jonathan Ashley Esq. his Attr. and the said Abel tho three times publickly called doth not come but makes default of appearance here. Therefore it is Considered that the said William do recover against the said Abel Two pounds eight Shillings and fourpence lawful money Damages and Cost of Court taxed at two pounds fourteen Shillings and six pence and the sd: may have his Exon.

Shattuck vs. Marsman

Bildad Fowler of Whitfield in the County of Hampshire yeoman Plt. vs. Edad Taylor Esq. als: Mallet Deft. in a plea of Trespass &c as on Record at last Sess. and now the said Parties appear and refer this Action to the final Determination and Award of Jonathan Bliss Esq. & Seth Strong Gent. and Selah Wright to be made upon the premises and Returned into this Court as soon as may be and the said parties have a further day & until the Second Tuesday of November next following said last Tuesday of August aforesaid.

Fowler vs Taylor

Moses Drake of Whitfield in the County of Hampshire yeoman Plt. vs. William Gleason of Whitfield aforesaid yeoman Deft. in a plea of Trespass &c as on Record at last Sess. the Parties appear and the Referees to whom this Action was referred not having made their Report the Parties have a further Day & until the Second Tuesday of November next following sd: last Tuesday of August aforesd:

Drake vs Gleason

Comfort Sage of Middletown in the County of Hartford and Colony of Connecticut Merchant Plt. vs. Joel Ely of Springfield in said County of Hampshire yeoman Deft. in a plea &c as on Record at last Sess. the Plt. being three times publickly called is Nonsuit and the Deft. likewise Defaulted and the Action dismissed.

Sage vs Ely

James Mitchell Gent. of Fatherfield in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Nathaniel Taylor late of Monson in the County of Hampshire yeoman Deft. in a plea &c as on Record at last Sess. and now the Plt. tho three times publickly called doth not appear therefore is Nonsuit, and the said Nathaniel now comes here by John Worthington Esq. his Attr. and prays that he may be allowed his Costs — and it is Considered that the said Nathaniel do recover against the sd: James Costs of Suit taxed at Eight Shillings and thereof he may have his Exon. Ex. in: 22: September 1773.

Mitchell vs Taylor

Ethelbert Child Lyon of Brimfield in the County of Hampshire yeoman Plt. vs. Jeremiah Jackson late of South Brimfield in sd: County yeoman Deft. in a plea &c as on Record at last Sess. the Plt. appears by Ashbel Upham Esq. his Attr. and the said Jeremiah being three times publickly called makes Default of appearance here. Therefore it is Considered that the sd: Ethelbert do recover against the sd: Jeremiah Seven pounds and four pence lawful money Damages and Cost of Court taxed at two pounds 5/4 & thereof &c Ex. in: 22. Sept. 1773.

Lyon vs Jackson

Flowers vs Gillotson } Josiah Flowers of Springfield in the County of Hampshire yeoman Plt. vs. Jonathan Gillotson of Granville in s.d County yeoman Deft. in a plea of the case as on Record at last Term: and now the Parties appear and the s.d Defendt not having made Report the Plt by his Attr moves for a further Continuance &c and it is Considerd that the s.d Parties have a Day Continued the second Tuesday of Novembr next following said last Tuesday of August aforesd.

Fowler vs Sumner } Bildad Fowler of Westfield in the County of Hampshire yeoman Plt. vs. Hezekiah Sumner of a plea of the Nine thousand dollars in the Town but adjoining to Sandgsfield Springham Butnd & Sandisfield and Lying in the County of Berkshire Gent. Deft. in a plea &c as on Record of last Term, and now the Plt appears by John Worthington Esq. his Attr and the s.d Hezekiah by Moses Hollis Esq. his Attr comes into Court and defends the force and injury when &c and for plea says that he never promised the s.d Bildad in manner and form as the s.d Bildad in his Declaration hath alledged and thereof puts himself on the Country. And the s.d Bildad says that the plea of the s.d Hezekiah above pleaded and matters therein Contained are insufficient to answer to the Plts Declaration and that he Plaintiff needs neither is he bound by Law to answer thereto and this he is ready to verify wherefore he prays Judgment for his Damages & Costs reserving Liberty to make this Demurrer on the Trial of the appeal and Join the Issue tendered.

And the said Hezekiah Sumner as to s.d Reservation saith his plea is sufficient. Whereupon all and singular the premises being seen & by the Court of the Lord the King now here fully understood for that it appears to the said Court that the plea aforesd of the said Hezekiah by him above pleaded and the matters in the same Contained is a good and sufficient Answer in Law to the Declaration aforesd of the said Bildad and that he ought not to receive any thing upon his plea aforesd.

Therefore it is Considered that the s.d Bildad by his plea aforesd receive nothing but that for his Groundless claim he therein mercy &c and it is also Considered that the s.d Hezekiah do recover against the s.d Bildad Costs for defending the suit of the said Bildad &c. The said Bildad by his Attr aforesd Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Countie of Hampshire and Berkshire on the fourth Tuesday of Septembr next and he Recognizes with Surties as the Law directs for the said Bildad's prosecuting his said Appeal with effect as by the said Recognizance on file appears

Sherman vs Goodley } James Sherman of Blandford in the County of Hampshire yeoman Plt. vs. Jeremiah Goodley s.d Blandford yeoman and a Deputy Sheriff under Solomon Goodard Esq. Sheriff of s.d County Deft. in a plea &c as on Record of last Term. The Plt. appears by John Worthington Esq. his Attr and the s.d Goodley tho three times publickly called to come into Court doth not come but makes default of appearance. Therefore it is Con-

sidered by the Court that the said James do recover against the said Azariah fourteen pounds of lawful money Damages and Cost of Court taxed at £. (no Bill) and thereof he may have his Fieri.

Warriner vs. Glover

Hampshire ss. James Warriner of Wilbraham in the County of Hampshire Yeoman Plt. vs. Samuel Glover of Wilbraham Yeoman Deft. in a plea why with force and Arms a Tract of land of about forty Eight acres with the Appurtenances in Wilbraham aforesaid which Noah Merrick of said Wilbraham demised to S.d James for a Term not yet passed the entered and him from his Tenement ejected & committed other outrages against him and whereon he the said James says that at S.d Wilbraham on the thirteenth day of April Currant the said Noah Merrick demised to the S.d James a Tract of land in S.d Wilbraham containing about forty eight acres being part of the Lott therein called the Ministry Lot in the second Division of the outward Commons Northerly of the Original Town of Springfield & now lies in S.d Wilbraham being Lott No.o 38 bounding North on Lot No.o 37 originally granted and Laid out to Thomas Taylor formerly of S.d Spr.d & said out to Anthony Dike formerly of S.d Springfield deceas.d and South on Lot No.o 39 originally granted & Laid out to Victory Sikes formerly of S.d Springfield deceas.d that is to say all that part of the Ministry Lot that is Contained within the bounds and limits hereafter mentioned viz, East on the East Road so called in S.d Wilbraham runing by the dwelling House of Silas Bliss & Oliver Bliss deceased said Wilbraham & West on the West Road so called in S.d Wilbraham that runs by the dwelling houses of Silas Bliss & of John Jones of S.d Wilbraham north on the Lot No.o 37 aforesaid on the Line between which and the said part of the Ministry Lot now describing at the north West Corner of the Latter in a stake and heap of stones newly erected & on the same line about midway between the north West and the north East Corner in a walnut Stadle now S.d with the Surveyors mark thereon Ba. Descart the north East Corner of the same Land in S.d North line thereof is a large pitch pine marked as aforesaid and between the two last mentioned corners at about two rods from the Line on the north this part now describing & demanded extends South sixteen S.d two Rods thirty seven Rods & part of a Rod counting the Rod at sixteen feet to a stake & stones set in the ground on the above Lot No.o 39. with the appurtenances. which S.d Latter part of the said Ministry Lot containing about forty eight acres as aforesaid & bounded as aforesaid with the Appurtenances the S.d Noah at S.d Wilbraham on S.d thirteenth day of April currant by his Deed indented of that date & Court to be produced demised to said James to have and to hold the same to him the S.d James and his assigns from the day next before the S.d day of the date thereof for and during the Term of one whole year thence next following & fully to be compleat and ended by virtue whereof demise the said James into the lands aforesaid with the Appurtenances entered and was thereof possessed and the thereby James being so thereof possessed the S.d Samuel afterwards viz on the same thirteenth day of April aforesaid with force and Arms into the same lands with the Appurtenances which thereby Noah to the S.d James demised—

Harriman vs Glover — dernised in form aforesaid for the term aforesd. which is not yet past England and him the said James from his farm aforesaid ejected and other outrages did against the peace &c to the damage of the said James five hundred pounds &c. and now the said Parties by their Attys say the Pltf. by John Wallingford Esq. and the Deft by Simeon Strong & Jonathan Leffingwell Esqrs. Counsel & Attorneys of their action, and it is Considered that the said Parties have a day before the Lord the King here until the second Sunday of November next following &d. last Sunday of August aforesaid.

Church vs Willard Esq. — Ebenezer Church late of Hadley in the County of Hampshire yeoman Pltf. vs. Josiah Willard of Winchester in the County of Cheshire and Province of New Hampshire Esq. Deft. in a plea of Debt. &c as on Record at last Term. the Pltf. appears by Simeon Strong Esq. his Attr. and the Deft by Caleb Strong Esqr. his Attr. comes here and confesses the forfeiture of the Bond declared on praying an Equitable Chancery &c and it is Considered that the said Ebenezer recover against the said Josiah one hundred thirty three pounds six Shillings and eight pence of lawful money Debt and Cost taxed at six pounds nine Shillings and four pence. And the said Josiah by his Attr. appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Countie of Hampshire and Berkshire on the fourth Sunday of September next and he recognizes with sureties according to Law for the said Josiah to prosecute his said appeal with effect or pay the said Recognizance &c Costs &c.

Wright vs Green — Selah Wright of Springfield in the County of Hampshire a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of the County aforesd. Pltf. vs. Zebediah Green late of Chesterfield in the County aforesaid yeoman Deft. in a plea of Trespass &c as on Record of last Term. the Pltf. appears by Joseph Hawley Esq. his Attr. and moves that this action may be Continued, & the Deft. not objecting it is Considered that the said Parties have a day before the Lord the King here until the second Sunday of November next following &d. last Sunday of August aforesd.—

Oliver vs Sharp No. 1 — Alexander Oliver of Conway in the County of Hampshire Shoemaker Pltf. vs. Caleb Sharp a Mulatto Man of Conway aforesaid Carpenter Deft. in a plea of the Case for that the said Caleb at &d Conway on the last day of June last past in Consideration that the said Alexander had at the special instance and request of the aforesd. Caleb before that time sold and delivered to the said Caleb divers Goods Wares and Merchandizes agreable to the Pltf. annexed to the Writ undertook & to the said Alexander then and there faithfully promised that he the said Caleb would pay and satisfy to the said Alexander so much money as the said Goods Wares and Merchandizes were reasonably worth at the time of the sale and delivery thereof when he the said Caleb should be afterwards thereto requested

and the said Alexander in fact saith that the said Goods Wares & merchandizes were reasonably worth at the time aforesaid sale and delivery thereof the sum of two pounds ten shillings and four pence lawful money at Conway aforesd. whereof the said Caleb then and there had notice yet the said Caleb tho often requested hath not paid said sum but refuses to do it to the damage of the said Alexander three pounds. The Pltf. appears by William Billings Esq. his Attr. and the said Caleb tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered by the Court that the said Alexander do recover against the said Caleb two pounds ten shillings and four pence lawful money Damages and Cost of Suit taxed at one pound nineteen shillings and four pence and thereof he may have his Execn. Exeter. ss. 22. Septr. 1773.

Asa Adams of Shutesbury in the County of Hampshire husbandman Pltf. vs. Jeremiah Gould of Shutesbury in d. County yeoman Deft. in a plea of the Case for that the said Jeremiah at said Shutesbury on the twenty second day of July A.D. 1771 by his note of that date for value recived promised the said Asa to pay to him the Sum of three pounds three shillings on demand with Interest till paid. yet the said Jeremiah tho often requested hath not paid said Sum but neglects to do it to the damage of the said Asa four pounds. The Pltf. appears by William Billings Esq. his Attr. and the said Jeremiah tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Asa do recover against the said Jeremiah three pounds, Eleven Shillings and one penny of lawful money Damages and Cost of Court taxed at two pounds one Shilling and eight pence and thereof he may have his Execn. Exeter ss. 22. September 1773

(Adams vs Gould No. 2)

Bethel Benton of Ashfield in the County of Hampshire yeoman Pltf. vs. Robert Clark of Ashfield aforesd husbandman Deft. in a plea of the Case for that the said Robert at Ashfield on the eighth day of December A.D. 1772 by his note for value recived promised the said Bethel to pay him or order the sum of twelve pounds to be paid at or before the first day of May then next with lawful Interest of the same Sum till pd. Yet the said Robert tho often requested has not paid said Sum nor any penny thereof but wholly refuses and neglects to do it to the damage of the said Bethel thirteen pounds. The Pltf. appears by William Billings Esq. his Attr. and the said Robert tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the said Bethel do recover against the said Robert twelve pounds ten Shillings and eight pence lawful money Damages and Cost of Court taxed at two pounds two Shillings and four pence and thereof he may have his Execn. Execn. ss. 22 September 1773.

(Benton vs Clark No. 3)

Robinson vs Chilson No. 1

Moses Robinson of Bennington in the County of Albany and Province of New York husbandman Plt. vs. Asaph Chilson of Conway in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Asaph at Springfield on the thirteenth day of January A.D. 1773 by his note for value received promised the said Moses to pay to him or order fourteen pounds lawful money the last day of May then next with Interest till paid. and also for that the Defd. Asaph at Springfield aforesaid on the same day and year above said by his other note for value received promised the said Moses to pay to him or order twelve pounds ten Shillings lawful money the last day of May then next with lawful interest after said last day of May till paid yet the said Asaph tho often requested has not performed either of his said promises but wholly refuses and neglects to do it to the damage of the said Moses three pounds. the Plt. appears by William Billings Esq. his Attr. and the said Asaph tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the Pl. Moses do recover against the D. Asaph twenty eight pounds sixteen Shillings and eight pence of lawful money Damages & Cost of Court taxed at two pounds nine Shillings and ten pence and thereof he may have Execution. Exn. is. 22d. September 1773

Ashley vs Dickinson No. 5.

Joseph Ashley of Sunderland in the County of Hampshire Clerk Plt. vs. Joel Dickinson Junr. of Conway in said County Husbandman Deft. in a plea of the Case for that the said Joel at Sunderland aforesd. on the twenty ninth Day of September A.D. 1772 by his note for value received promised the D. Joseph to pay to him twelve pounds ten Shillings on or before the first day of March then next. Yet the D. Joel tho often requested has not paid the Sum but neglects to do it to the damage of the said Joseph fourteen pounds. the Plt. appears by William Billings Esq. his Attr. and the D. Joel tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the D. Joseph do recover against the said Joel twelve pounds seventeen Shillings and eight pence of lawful money Damages and Cost of Suit taxed at one pound seventeen Shillings & two pence and thereof he may have his Execution. Execn. is. 24th Sept. 1773

Russell vs Billings No. 6

Jonathan Russell of Sunderland in the County of Hampshire husbandman. Plt. vs. Thomas Billings of D. Sunderland Mason Deft. in a plea of the Case for that the D. Thomas at Sunderland aforesd. on the first day of January A.D. 1772 by his note with his own hand subscribed for value recd. promised the said Jonathan to pay to him forty five pounds lawful money by the first day of May A.D. 1773 with lawful Interest till paid. Yet the said Thomas tho often requested has not paid said Sum nor any penny thereof but wholly refuses and neglects to do it to the damage of the D. Jonathan fifty

pounds. the Plt. appears by William Billings Esq. his Attr. and the said Thomas tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the D. Thomas forty nine pounds ten Shillings of lawful money Damages and Cost of Suit taxed at one pound Seventeen Shillings and six pence. — and now the said Thomas by Jonathan Ashley Esq. his Attr. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on 4th Tuesday of Septembr. next and he recognizes with Surties as the Law directs for the D. Thomas prosecuting his s. Appeal with effect as by the said Recognizance on file appears.

Joseph Crafts of Whately in the County of Hampshire yeoman Plt. vs. Ebenezer Bardwell Junr. of s. Whately yeoman Deft. in a plea of the Case for that the said Ebenezer at Whately aforesaid on the twelfth day of March A. 1772 by his note for value recvd promised the said Joseph to pay to him the sum of three pounds five Shillings lawful money upon demand with Interest till paid yet the said Ebenezer tho' often requested has not paid said Sum but neglects to do it to the damage of the said Joseph four pounds. the Plt. appears by William Billings Esq. his Attr. and the said Ebenezer tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the D. Joseph do recover against the said Ebenezer three pounds ten shillings and eight pence of lawful money Damages and Cost of Court taxed at one pound seventeen Shillings and two pence and thereof he may have his Execn. Execn. is. 22d September 1773.

Crafts vs Bardwell No 7

Follows Billings of Sunderland in the County of Hampshire Gentln. Plt. vs. William White of Springfield in said County yeoman Deft. in a plea of the Case for that the said William at Sunderland aforesaid on the seventh day of July A. 1768 by his note for value recvd promised the said Follows to pay to him the sum of one pound fourteen Shillings on demand Interest till paid. Also for that the D. William at D. Sunderland on the day and year aforesd. by his other note for value recvd promised the said Follows to pay to him the sum of one pound fourteen Shillings and Six pence on demand Interest till paid yet the said William tho' often requested hath not performed his D. promises or either of but wholly refuses and neglects to do it to the damage of the said Follows four pounds. the Plt. appears by Wm. Billings Esq. his Attr. and the said Wm. White tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the D. Follows do recover against the said William four pounds nine Shillings and nine pence of lawful money Damages and Cost of Court taxed at one pound thirteen Shillings and Six pence and thereof he may have his Execn. Execn. is. 22d Septembr. 1773.

Billings vs White No 8

Taylor vs. Sullie N.º 9

Robert Taylor of Shutesbury in the County of Hampshire yeoman Plt. vs. John Sullie late of Sunderland in s.d County Carpenter Deft. in a plea of the Case for that the said John at s.d Shutesbury on the tenth day of November A.D 1771 by his Note for value received promised the said Robert to pay to him the Sum of four pounds four shillings to be paid the first day of September then next with Interest after three months till said s.d Sum to be paid in horse Cattle or grain at money price and if not paid by the said 1.st day of September in Cattle or grain as aforesaid then to be paid in money as aforesd. and the s.d Robert says that he was always ready to receive the Cattle or grain aforesd. at the time of payment mentioned aforesaid. yet the said John tho often requested has not paid said grain or Cattle neither hath he the s.d John any way satisfyd the aforesd. Sum to the said Robert but refuses to do it to the damage of the said Robert five pounds. the Plt. appears by William Billings Esq. his Attr. and the said John tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the said Robert do recover against the said John four pounds Eleven Shillings and ten pence of lawful money Damages & Cost of Court taxed at one pound Seventeen Shillings & ten pence, and thereof &c — Exeon. is.d 22.d September 1773.

Billings vs. Allen N.º 10

Fellows Billings of Sunderland in the County of Hampshire Gent. Plt. vs. Samuel Allen of Ashfield in s.d County yeoman Deft. in a plea of the Case for that the s.d Samuel at Sunderland aforesaid on the last day of June A.D 1773 in Consideration that the said Fellows before that time had at the special Instance and request of him the said Samuel sold and delivered divers Goods Wares and Merchandizes to him the s.d Samuel promised the said Fellows to pay him so much money as the s.d Goods &c were worth at the time of the Sale and delivery thereof and the said Fellows in fact saith that the s.d Goods &c were worth at the said time of the sale and delivery thereof the Sum of four pounds fifteen Shillings and two pence whereof the s.d Samuel at s.d Sunderland then had notice yet the said Samuel tho often requested has not paid s.d Sum but refuses to do it to the damage of the said Fellows five pounds. the Plt. appears by William Billings Esq. his Attr. and the said Samuel tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered by the Court that the said Fellows do recover against the s.d Samuel four pounds fifteen Shillings and two pence of lawful money Damages and Cost of Court taxed at one pound Eighteen Shillings and ten pence, and thereof &c. Exeon. is.d 22.d September 1773.

Sanderson vs Baker N.º 11

Abraham Sanderson of Sunderland in the County of Hampshire Cooper Plt. vs. Daniel Baker jun.r of Montague in said County yeoman Deft. in a plea of the Case for that said Daniel at said Sunderland on

the last day of February last past was Indebted to him the said Abraham in the Sum of four pounds fourteen Shillings half-penny to ballance book Dett. according to the Dett. annexed to the Writ and then and there in Consideration thereof the D. Daniel promised the said Abraham to pay to him the same Sum when he should be thereto requested. And whereas also the D. Daniel afterwards to wit the same Day and year aforesd. was Indebted to the said Abraham in other four pounds fourteen Shillings halfpenny for money by the said Daniel to the use of the D. Abraham before that time had and received and being so thereof Indebted the same Daniel in Consideration thereof afterwards to wit on the same Day and year aforesd. at Sunderland aforesd. Assumed upon himself and to the said Abraham then and there faithfully promised that he the said Daniel the same last mentioned Sum would pay to the said Abraham when he should be thereto requested yet the said Daniel tho often requested has not performed his promises or either of them but refuses to do it to the damage of the said Abraham five pounds. The Plt. appears by William Billings Esq. his Attr. and the said Daniel tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Abraham do recover against the said Daniel four pounds four Ten Shillings and two farthings of lawful money Damages and Cost of Court taxed at One pound eighteen Shillings and four pence and that he may have his Execn. — Execn. is. 22. Septembr. 1773. —

Israel Hubbard of Sunderland in the County of Hampshire Gent. Plt. vs. Abraham Cutler of Shutesbury in said County yeoman and Elijah Cutler of Sunderland aforesd yeoman Defts. is a plea of the Case for that the said Abraham & Elijah at Springfield aforesd. on the Eleventh day of Febry. A.D. 1772 by their note for value recd. promised faithfully and severally promised the said Israel to pay him or Order the Sum of thirty seven pounds ten Shillings lawful money on or before the first day of June 1773 with lawful Interest till paid. Yet the said Abraham & Elijah or either of them tho often requested have not paid the Contents of said note but wholly refuse and neglect to do it to the damage of the said Israel twelve pounds. The Plt. appears by William Billings Esq. his Attr. and the D. Defts. tho three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is Considered by the Court that the said Israel do recover against the said Abraham & Elijah nine pounds twelve Shillings and nine pence of lawful money Damages and Cost of Court taxed at One pound eighteen Shillings and ten pence and thereof &c — Execn. is. 22. Septembr. 1773.

Hubbard vs Cutler et al No. 12

Asa Bacon of Ashfield in the County of Hampshire yeoman Plt. vs. John Mason of Charlton in the County of Worcester yeoman Deft. is a plea of the Case as on file. the Plt. being three times publickly called is nonsuit and the Deft. likewise Defaulted & his action dismissed.

Bacon vs Mason No. 13

Merrells &c. vs Flower No. 14

Daniel Merrells of Hartford in the County of Hartford and Colony of Connecticut yeoman and George Merrells of Hartford aforesd. yeoman Pltfs. vs. Josiah Flower of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the sd. Josiah on the first day of August Instant at said Springfield being indebted to the said Daniel and George in nine pounds Eight Shillings & one penny lawful money to balance accts. according to the act. annexed to the Writ, he the sd. Josiah then and there in Consideration thereof promised the said Daniel and George to pay them the same on demand. Also for that whereas the said Josiah there afterwards on the same day day in Consideration that the said Daniel and George had there before that time at the special Instance & request of the said Josiah sold and delivered to him divers Goods Wares and Merchandizes other than those in Damd. act. specified and before mentioned & afterwards on himself and then and there promised the said Daniel & George to pay them therefor so much money as the same goods &c were at the time of the sale and delivery thereof reasonably worth on demand and the said Daniel and George say that the same Goods &c were at the time of the sale and delivery thereof reasonably worth other twelve pounds Seven Shillings and one penny lawful money &c. at Springfield aforesd. whereof the said Josiah then and there had notice. yet the said Josiah tho often requested hath not paid the several Sums of money aforesd. or either of them but he neglects and refuses to do it to the damage of the sd. Daniel & George Sixteen pounds. the Pltfs. appear by Jonathan Bliss Esq. their Attr. and the said Josiah tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the sd. Daniel and George do recover against the said Josiah Nine pounds eight Shillings and one penny of lawful money Damages and Cost of Court taxed at one pound thirteen Shillings and six pence and thereof &c Execn. is. 23d. September 1773.

Sidern vs Fell No. 15

Daniel Merrells of Hartford in the County of Hartford and Colony of Connecticut Trader and George Merrells of sd. Hartford Trader Pltfs. vs. George Fell of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said George Fell at said Springfield on the first day of May Instant being indebted to the sd. Daniel Merrells and George Merrells in the Sum of two pounds ten Shillings and six pence lawful money for divers Goods Wares and Merchandizes then before that time sold and delivered by the Pltfs. to the sd. George Fell at his special Instance and request he the said George Fell then and there in Consideration thereof promised the said Daniel Merrells and George Merrells to pay them the same Sum on demand. — also for that whereas the said George Fell there afterwards on the same day in Consideration that the said George Merrells and Daniel Merrells had there before that time at the like special Instance and request of the said George Fell —

sold and delivered to him the said George Sett divers other Goods Wares and Merchandizes, Assumed on himself and then and there faithfully promised the Pltf. to pay them so much money therefor as the Goods &c were at the time of the sale and delivery thereof reasonably worth on demand. and the Pltf. in fact say that the same Goods &c were at the time of the sale and delivery thereof reasonably worth another sum of two pounds ten Shillings and six pence lawful money viz at Springfield aforesaid of all which the said George Sett then and there had notice. yet the said George Sett tho often requested hath not paid the several Sums aforesaid or either of them but neglects and refuses to do it to the damage of the said Daniel Merrells and George Merrells three pounds. the Pltf. appear by Jonathan Bliss Esq. their Attr. and the said George Sett tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Daniel Merrells and George Merrells do recover against the said George Sett. two pounds ten Shillings and six pence of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and three pence. Essex. ss. 23. Septbr. 1773.

Daniel Merrells Trader and George Merrells Trader both of Hartford in the County of Hartford and Colony of Connecticut Pltf. vs. Jabez Snow of Springfield in the County of Hampshire yeoman Deft. in a plea of the case for that whereas the said Jabez on the first day of June Instant at Springfield aforesaid in Consideration that the Pltf. Daniel and George had there before that time at the special Instance and request of the said Jabez sold and delivered to the said Jabez divers Goods Wares and Merchandizes, Assumed on himself and then and there promised the Pltf. Daniel and George to pay them so much money therefor as the same Goods &c were at the time of the sale and delivery thereof reasonably worth on demand. and the said Daniel and George say that the same Goods &c were at the time of the sale and delivery thereof reasonably worth three pounds and Eighteen Shillings lawful money viz at Springfield aforesaid of which the said Jabez then and there had notice yet the said Jabez tho often requested hath not paid the same or any part of it but he neglects it to the damage of the said Daniel & George three pounds the Pltf. appear by Jonathan Bliss Esq. their Attr. and the said Jabez tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Daniel and George do recover against the said Jabez three pounds Eighteen Shillings of lawful money Damages and Cost of Court taxed at two pounds thirteen Shillings and Eight pence and therefore Execution. Essex. ss. 3d. Septr. 1773.

Fiders vs Snow No. 16

Daniel Merrells yeoman and George Merrells yeoman both of Hartford in the County of Hartford and Colony of Connecticut Pltf. vs. Robert Sanderson of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that whereas the said Robert on the first day of July A.D. 1773 at Springfield aforesaid in Consideration that the said Daniel and George had there before that time sold and delivered to said Robert at his special Instance and request divers Goods Wares and Merchandizes ac-

Fiders vs Sanderson No. 17

Merrills &c. / Sanderson / No 17 — according to the amount annexed to the Writ & sumed on himself and then and there promised the said Daniel & George to pay them so much money as the said goods &c were at the time of the sale and delivery thereof reasonably worth on demand & the Pltfs aver that the same were at the time of the sale and delivery thereof reasonably worth three pounds one shilling and two pence lawful money &c at said Springfield whereof the D. Robert then and there had notice. yet the D. Robert tho often requested hath not paid the same but hy neglects to do it to the damage of the Pl. Daniel & George six pounds. the Pltfs appear by Jonathan Bliss Esq. their Att. and the said Robert tho three times publickly called to come into Court doth not come but makes Default of appearance &c. Therefore it is Considered that the said Daniel & George do recover against the said Robert three pounds one shilling & two pence of lawful money Damages and Cost of Court taxed at One pound twelve Shillings and Eight pence and thereof they may have their Execn. . . . . Execn. is? 23? September 1773.

Easton / vs / Tillotson / No 18 — Thimaay Easton of Westfield in the County of Hampshire yeoman Pltf. vs. Jonathan Tillotson of Granville in said County yeoman Deft. in a plea of the Case for that the D. Jonathan at s. Westfield on the first day of July current being justly indebted to the said Thimaay in the Sum of eight pounds & five Shillings lawful money for painting his the D. Jonathans House & finding paint or Colouring Stuff before that time at his Speial Instance and request he the said Jonathan then and there in Consideration thereof assumed on himself and to the said Thimaay faithfully promised to pay him the same Sum on demand and afterwards the said Jonathan paid the said Thimaay forty Shillings parcel of said Sum the residue is yet Due & unpaid. Also for that the D. Jonathan at said Westfield on the same first day of July A.D. 1773 in Consideration the Cause said Thimaay had before that time at the Speial Instance and request of the said Jonathan done and performed certain Labour & Service for him the D. Jonathan in painting his the D. Jonathans House & finding the Colouring Stuff he the D. Jonathan then and there promised the D. Thimaay to pay him so much money on demand as the same Labour & paint was reasonably worth or reasonably deserved to have; and the said Thimaay says the same Labour and paint was reasonably worth and deserved the Sum of eight pounds and five Shillings of which he gave D. Jonathan notice there the same Day. yet the said Jonathan tho often requested hath never paid D. Thimaay but forty Shillings part of s. Sum, but his several promises afores. not regarding hath never paid or performed his D. promises but hitherto hath and still doth unjustly neglect and refuse it to the damage of the said Thimaay Nine pounds. the Pltf. appears by Samuel Fowler Gent. his Att. and the D. Jonathan by John Worthington Esq. his Att. come and defends &c and for plea says that he never promised in manner & form

as the Plt. against him declares and thereof puts himself on the Country. And the said Abimaaj reserving Liberty of altering his plea joining the Issue tendered upon the Trial of the appeal says that the said Jonathan plea above pleaded and the matter therein contained is an Insufficient Answer to the declaration of the said Abimaaj and that he hath no necessity nor is bound by the Law of the Land on any manner to answer thereto wherefore for want of a sufficient plea in this behalf the said Abimaaj prays Judgment and that his Damages and Cost may be adjudged him. And the said Jonathan contenting to the above reservation says that his plea aforesaid is sufficient and thereof prays Judgment. Thereupon all and singular the premises being seen and by the Court of the Lord the King now here fully understood for that it appears to the said Court that the plea aforesaid of the D. Jonathan in manner and form by him above pleaded and the matter therein is a good and sufficient Answer in Law to the declaration above of the said Abimaaj and that he ought not to receive any thing upon his plea aforesd. Therefore it is Considered that the D. Abimaaj by his plea aforesd. receive nothing but that for his groundless claim be in mercy &c. And it is also Considered that the D. Jonathan do recover against the said Abimaaj Cost for Defending the suit of the said Abimaaj &c. the said Abimaaj by his Att. aforesd. Appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of Septembr. next and he Recognizes with Surities as the Law directs for the said Abimaaj his prosecuting his s. Appeal with effect as by the said Recognizance on file appears.

James Alderson late of Westfield in the County of Hampshire yeoman Plt. vs. John Kent of Southwick in said County yeoman Defl. Defl. in a plea of the Case for that the said John at D. Springfield on the last day of June last past in Consideration that the said James had before that time at the special Instance and request of the D. John sold and delivered to him Sixteen hundred and ten feet of Spruce or white pine Boards he the said John then and there promised the D. James to pay him so much money on demand as the same Boards at the time of the sale and delivery thereof were reasonably worth and the D. James says the same Boards at the time of sale & delivery were reasonably worth the sum of three pounds and five Shillings Lawful money of which he gave D. John notice there the same Day. Yet the said John tho often requested hath never paid said James the same but unjustly refuseth it to the damage of the said James Six pounds. the Plt. appears by Saml. Fowler Gent. his Att. and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said James do recover against the said John three pounds

Alderson vs Kent No. 19

Stevenson vs Hunt No. 19

three pounds and five Shillings of lawful money Damages and Cost of Suit taxed at one pound nine Shillings and Seven pence and thereof he may have his Execn. &c. in. 23d. Septbr. 1773.—

Miller vs Dewey No. 20

Micah Miller of Southwick in the County of Hampshire yeoman Plt. vs. David Dewey late of Southampton in said County yeoman Deft. in a plea of the Case for that the s'd. David at said Springfield on the nineteenth day of March last past by his Note in writing with his proper hand subscribed of that date for value recd. promised the said Micah to him four pounds lawful money or four hundred feet of good Merchantable hollow wooden Ware by the first day of May then next ensuing the date of s'd Note & the s'd Micah says he has been always ready at his house to receive the same Wooden Ware according to the tenor of s'd Note. Yet the said David tho often requested and the time of payment hath long since passed hath never paid him s'd Micah said Sum or delivered s'd Ware or any ways fulfilled his said promise but hitherto hath and still doth unjustly neglect and refuse to pay him the same to the damage of the s'd Micah eight pounds the Plt. appears by Samuel Fowler Gent. his Att'r and the said David being three times publickly called to come into Court doth not come but makes Default of appearance here. ——

Therefore it is Considered that the said Micah do recover against the said David four pounds one Shilling and six pence of lawful money Damages and Cost of Court taxed at one pound Eleven Shillings and three pence Execn. in. 23. Septbr. 1773. —

Ensign Dalis vs Foster No. 21

Silas Dalis Ensign of Westfield in the County of Hampshire yeoman Plt. vs. Joseph Foster late of Bethel in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Joseph at said Springfield on the twenty ninth day of January last past by his note of that date for value recd promised the said Dalis to pay him eight pounds and eight Shillings lawful money on demand with lawful Interest for the same till paid. Yet the said Joseph tho often requested hath never paid s'd Dalis the same Sum or any penny thereof but hitherto hath and still doth unjustly neglect and refuse to pay him the same to the damage of the said Dalis nine pounds. The Plt. appears by Samuel Fowler Gent. his Att'r and the said Joseph tho three times publickly called to come in to Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Dalis do recover against the s'd Joseph Eight pounds fourteen Shillings and one penny of lawful money Damages and Cost of Suit taxed at one pound Eleven Shillings & six pence and thereof &c. Execn. in. 23. Septbr. 1773. —

Fowler vs Rising No. 22

Silas Fowler of Southwick in the County of Hampshire yeoman Plt. vs. Benjamin Rising yeoman of S. Southwick and Benjamin Rising Junr. late of Southwick aforesaid yeoman Defts. in a plea of the Case for that the said Benjamin Rising and Benjamin Rising Junr. at said Springfield on the Sixteenth day of December A.D. 1771 by their Note under their hands of that

date for value rec'd promised the said Silas to pay him or his Order four pounds one Shilling and ten pence lawful money within ten months from the date of said note with lawful Interest for the same Sum till paid. Yet the said Deft. nor either of them tho often requested and tho the time of payment hath long since past have never paid said Silas the same but unjustly neglect & refuse to do it to the damage of the said Silas six pounds. the Pltf. appears by Samuel Fowler Gent. his Attor. and the said Defts. tho three times publickly called to come into Court do not come but make Default of appearance here. — Therefore it is Considered by the Court that the said Silas do recover against the said Benjamin Rising and Benjamin Rising Junr. ~~[illegible]~~ the Sum of two pounds Eight Shillings and Seven pence of Lawful money Damages and Cost of Court taxed at One pound and Eleven Shillings and thereof he may have his Execution. — Execution issued 23d. September 1773.

Oliver Hanchet of Suffield in the County of Hampshire yeoman Pltf. vs. Stephen Willcocks of Southwick in said County yeoman Deft. } Hanchet vs Willcocks No. 23

In a plea of the Case for that the said Stephen at S. Suffield on the twentieth day of December A.D. 1771 by his Note of that date for value recd promised the said Oliver to pay and deliver to him twenty Shillings money worth of good Rye, Wheat, or Indian Corn by the first of March then next with lawful Interest for the same and the said Oliver says he has been always ready to receive Rye, Wheat, or Corn. Also for that the said Stephen at S. Suffield on the same twentieth day of December aforesaid by his other Note of that date for value recd promised the said Oliver to pay and deliver to him at his House in Suffield in one month from the date of said Note Six hundred of good merchantable Oak Boards one Inch thick with lawful Interest after the time of payment till paid and the said Oliver says he has been always ready at his House to receive the same &c. — Also for that the said Stephen at said Suffield on the second day of July last past by his other Note of that date for value recd promised the said Oliver to pay and deliver to him at Willcocks Mill in said Southwick by the first day of April then next three pounds and Six pence lawful money worth of good Boards with lawful Interest for the Same. and the said Oliver says he has been always ready at said mill to receive the same Boards yet the said Stephen tho often requested hath never performed or fulfilled his several promises aforesd. to S. Oliver nor hath he ever performed either of them or any ways satisfied S. Oliver S. but unjustly neglects and refuses to do to the damage of the said Oliver Eight pounds. the Pltf. appears by Samuel Fowler Gent. his Attor. and the said ~~Oliver~~ Stephen tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Oliver do recover against the said Stephen three pounds fourteen Shillings and Seven pence lawful money Damages and Costs of Court taxed at One pound nine Shillings and five pence and thereof he may have his Execution. Execution issued 25. September 1773.

Parks
vs.
Belding
No. 24

Elisha Parks of Westfield in the County of Hampshire Gent. Plt. vs. Phinehas Belding late of Pittsfield in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Phinehas at s.d Westfield on the seventh day of July A.D. 1771 by his note of that date for value recvd promised the said Elisha to pay him or his Order Six pounds fourteen Shillings and five pence lawful money on demand with lawful Interest for the same till paid. Also for that the said Phinehas at said Westfield on the last day of June last past being justly Indebted to the said Elisha in the Sum of thirty Shillings lawful money by Book acct. for Sundry Goods Wares and Merchandizes before that time sold and delivered to him the said Phinehas at his Special Instance and request in Consideration thereof he the said Phinehas then and there promised the said Elisha to pay him the same Sum on demand. Yet the s.d Phinehas his promises aforesd. not regarding tho often requested hath never paid said Elisha s.d Sum or either of them but unjustly neglects them to the damage of the said Elisha ten pounds. — The Plt. appears by Samuel Fowler Gent. his Att. and the s.d Phinehas tho three times publickly called to come into Court doth not come but makes Default of appearance here. — Therefore it is Considered by this Court that the s.d Elisha do recover against the said Phinehas nine pounds five Shillings and two pence of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and ten pence and thereof he may have his Execn. Execn. issd 23d. September 1773. —

Parks
vs
Moorgeorge
No. 25

Elisha Parks of Westfield in the County of Hampshire Gent. Plt. vs. Joseph Moorgeorge and James Moorgeorge both of Southwick in the County of Hampshire Deft. in a plea of the Case for that the said Joseph and James at said Springfield on the twenty seventh day of April A.D. 1769 by their note of that date for value recvd jointly and severally promised the said Elisha to pay him or his Order Nineteen pounds nine Shillings and six pence lawful money within one year from the date of said note with lawful Interest for the same sum till paid. Yet the said Joseph and James tho often requested have never paid said Elisha the same or hath either of them paid him tho. the time of payment hath long since passed but they unjustly refuse and neglect to do it to the damage of the said Elisha twenty pounds. The Plt. appears by Samuel Fowler Gent. his Att. and the said Joseph and James tho three times publickly called to come into Court do not come but makes Default of appearance here. — Therefore it is considered by the Court that the s.d Elisha do recover against the said Joseph and James the Sum of fifteen pounds seven Shillings and six pence of lawful money Damages and Cost of Court taxed at One pound Eleven Shillings and eight pence and thereof &c. Execn. issd 23d. September 1773 —

Alexander Allen of Windsor in the County of Hartford and Colony of Connecticut Merchant Plt. vs. Eldad Holcomb of Granville in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Eldad at said Springfield on the twenty sixth day of October A.D. 1770 by his Note of that date for value received promised the s.d Alexander to pay him six pounds Seven Shillings and ten pence lawful money on demand with lawful Interest for the same till paid yet the said Eldad tho often requested hath never paid the said Alexander the same but unjustly neglects to do it to the damage of the s.d Alexander nine pounds. the Plt. appears by Samuel Fowler Gent. his Attr. and the said Eldad tho three times publickly called to come into Court doth not come but makes Default of appearance here — Therefore it is Considered by the Court that the said Alexander do recover against the said Eldad Seven pounds nine Shillings and eight pence of lawful money Damages and Cost of Court taxed at three pound twelve Shillings and ten pence, and thereof he may have his Execn. — — — — — — — — — Execn. issd 23d September 1773.

Allen vs Holcomb No. 26

Isaac Fowler of Westfield in the County of Hampshire yeoman Plt. vs. Asa Barns of Lanisborough in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Asa at said Springfield on the twenty second day of March A.D. 1771 by his note of that date for value received promised the said Isaac to pay him or his Order eight pounds lawful money by the first day of October then next ensuing the date of said note with Lawful Interest for the same sum till paid. also for that the said Asa at said Westfield on the last day of June last past being justly Indebted to the said Isaac in the Sum of forty six Shillings lawful money by Book dict. — for buying his then Asas Cattle before that time at his special request according to the dict. to the Writ annexed by the said Asa then and there in Consideration thereof Assumed on himself and to the said Isaac faithfully promised to pay him the same Sum on demand yet the said Asa his several promises aforesd not regarding tho often requested hath never paid the said Isaac the several Sums aforesaid or either of them or any Part thereof but Wholly unfulfilled his said promises to the said Isaac but hitherto hath and still doth unjustly neglect and refuse to perform them to the damage of the said Isaac twenty pounds. the Plt. appears by Samuel Fowler Gent. his Attr. and the said Asa tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the s.d Isaac do recover against the said Asa Eleven pounds nine Shillings & six pence of lawful money Damages and Cost of Court taxed at one pound fifteen Shillings and Eight pence. & thereof &c Ex. issd 23. Septr. 1773.

Fowler vs Barns No. 27

Oliver Clark of Westfield in the County of Hampshire yeoman Plt. vs. James Martin Late of s.d Westfield yeoman Deft. in a plea of the Case for that the said James at said Westfield Martin on the twenty sixth day of October A.D. 1771 by his note of that date for value then received promised the said Oliver to pay and deliver to him or his Order by the first day of Octob. then next ensuing

Clark vs

Clarke vs Martin No. 28

the date of said note fifteen Bushels of good Merchantable Wheat which said Oliver says would have been worth five Shillings per Bushel and the said Oliver says he has been always ready to receive the same Wheat according to said note. Yet the Defr. James tho often requested and tho the time of payment hath long since expired hath never paid said Oliver said Wheat or any way fulfilled his said promise but hitherto hath and still doth unjustly neglect & refuse to do it to the damage of the Pltf. Oliver Seven pounds. the Pltf. appears by Samuel Fowler Gent his Attr. and moves that this action may be continued, the Deft. at the time of the service of the writ and ever since being out of the Province— Therefore it is Considered that the said parties have a day before the— Lord the King here until the second Tuesday of November next following & last Tuesday of August aforesaid

---

Clarke vs Tisdale No. 29

Joel Clarke of Farmington in the County of Hartford and Colony of Connecticut Gent. Pltf. vs. Eliphalet Tisdale late of New Marlborough in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Eliphalet at said Springfield on the twelfth day of April last past by his Note of that date for value received promised the said Joel to pay him three pounds and Six Shillings lawful money on Demand with lawful Interest for the same Sum till paid. Yet the said Eliphalet tho often requested hath never paid said Joel the same Sum but unjustly neglects and refuses to pay him to the damage of the said Joel Seven pounds. the Pltf. appears by Samuel Fowler Gent. his Attr. and the said Eliphalet tho— three times publickly called doth not come into Court but— makes Default of appearance here. Therefore it is Considered by the Court that the said Joel do recover against the Defr. Eliphalet three pounds Seven Shillings and Six pence of lawful money Damages and Cost of Court taxed at two pounds Six Shillings and thereof he may have his Execution. Execution issued 23d. September 1773

Holoday vs Thomas No. 30

Josiah Holoday late of Westfield in the County of Hampshire yeoman Pltf. vs. Lovewell Thomas of S. Westfield yeoman Deft. in a plea of the Case for that the Defr. Lovewell at S. Springfield on the eighth day of January last past by his— note of that date for value recd. promised the Defr. Josiah to pay him three pounds ten Shillings lawful money or a cow with Calf of that value by the first day of June then next ensuing the date of Defr. Note. and the said Josiah in fact saith he has been always ready to receive the Defr. Cow or money according to the tenor of Defr. Note. Yet the said Lovewell tho often requested hath never paid Pltf. Josiah the same money or delivered him Defr. Cow or either of them or any ways satisfied said Josiah his said promise tho the time of payment hath long since expired but unjustly neglects and refuses to do to the damage of the said Josiah Seven pounds.—

the Plt appears by Samuel Fowler Gent. his Attr. and the D. Lowell tho. three times publickly called to come into Court doth not come but makes Default of appearance here. — Therefore it is Considered that the said Josiah do recover against the said Lowell three pounds Eleven Shillings and two pence of lawful money Damages and Cost of Court taxed at One pound Eleven Shillings and one penny. and thereof &c Exr. is? Septr 23. 1773. —

Ensign vs Ensign No. 31

Datis Ensign of Westfield in the County of Hampshire yeoman Plt. vs. David Ensign late of Lanesborough in the County of Berkshire yeoman Deft. in a plea of the Case for that the D. David at said Springfield on the twenty ninth day of January A. 1759 by his Note under his hand of that date for value then recd promised the said Datis to pay him three pounds and fifteen Shillings and one penny lawful money on demand with lawful Interest for the same till paid. Yet the said David tho often requested hath not paid said Datis the same Sum or any part thereof or the Interest but unjustly neglects and refuses to pay him to the damage of the said Datis Eight pounds. the Plt. appears by Samuel Fowler Gent. his Attr. and the said David being three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the P. Datis do recover against the said David five pounds four Shillings and five pence of lawful money Damages and Cost of Court taxed at one pound fifteen Shillings and eight pence and thereof he may have his Execn. Execn. is? 23? Septembr. 1773.

Strong vs Sabut No. 33

Saul Strong of Granville in the County of Hampshire yeoman Plt. vs. Ispe Sabut of Westfield in S. County yeoman Deft. in a plea of the Case for that the said Ispe at said Springfield on the tenth day of March last past by his Note in Writing under his hand of that date for value recd promised the said Saul to pay him nine pounds and ten Shillings Lawful money on demand with lawful Interest for the same till paid. Yet the said Ispe tho often requested hath never paid said Saul the same but unjustly neglects so to do to the damage of the said Saul Fifteen pounds. the Plt. appears by Saml. Fowler Gent. his Attr. and the said Ispe tho three times publickly called comes not but makes Default of appearance here. Therefore it is Considered that the said Saul do recover against the D. Ispe nine pounds eight Shillings and ten pence of lawful money Damages and Cost of Court taxed at One pound twelve Shillings and thereof he may have his Execn. — Execn. is. 24th Septembr. 1773.

Williams vs Wheat No. 34

Peter Williams of Murrayfield in the County of Hampshire yeoman Plt. vs. Samuel Wheat late of Murrayfield aforesaid yeoman Deft. in a plea of the Case for that the D. Samuel at S. Springfield on the twenty first day of Novembr last past by his note of that date for value recd promised the said Peter to pay him or his order Eleven pounds lawful money on demand with lawful Interest for the same sum

Williams vs. Wheat No. 94

Sum till paid. Yet the said Samuel tho' often requested hath never paid the said Peter the same Sum or any penny thereof but hitherto hath and still doth unjustly neglect & refuse to pay him the same to the damage of the said Peter twenty pounds. the Plt. appears by Samuel Fowler Gent. his Att. and the said Samuel being three times publikly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Peter do recover against the said Samuel Eleven pounds ten Shillings & five pence of lawful money Damages and Cost of Court taxed at One pound fourteen Shillings & Six pence, & thereof &c. Ex. is. 23. Sept. 1773.

Dickinson vs. Willard No. 96

Benoni Dickinson of Northfield in the County of Hampshire Yeoman Plt. vs. Sampson Willard late of Winchester in the County of Cheshire and Province of New-Hampshire yeoman Deft. in a plea of the Case for that the said Sampson at Northfield aforesaid on the Sixteenth day of March A.D. 1773. by his note of that date for value recd. promised the said Benoni to pay him the Sum of three pounds money of the Province of the Massachusetts Bay in New England in three months from the date of said note with Interest till paid. yet the said Sampson tho' often thereto requested hath never paid the same Sum or ever fulfilled his promise aforesaid but unjustly neglects it to the damage of the said Benoni Six pounds. the Plt. appears by Elisha Porter Esq. his Att. and the said Sampson tho' three times publikly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Benoni do recover against the said Sampson three pounds one Shilling and Seven pence of lawful money Damages and Cost of Court taxed at two pounds Six Shillings and ten pence and thereof he may have his Execn. Execn. is. 27th Septemb. 1773.

Williams vs. Gould No. 97

John Chester Williams of Hadley in the County of Hampshire Trader Plt. vs. Samuel Gould of Amherst in the same County yeoman Deft. in a plea of the Case for that the said Samuel at Hadley aforesd. on the last day of June last past owed and was justly Indebted to the Plt. in the Sum of five pounds nineteen Shillings lawful money to balance Book Acct. and being so Indebted then and there in Consideration thereof promised the Plt. to pay him the same Sum on demand. yet the said Samuel tho' thereto often requested hath never paid the same or ever fulfilled his promise aforesaid but unjustly neglects it to the damage of the said John Chester eight pounds. the Plt. appears by Elisha Porter Esq. his Att. and the said Samuel tho three times publikly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John Chester do recover against the d. Samuel

five pounds nineteen Shillings of lawful money Damages and Cost of Court taxed at one pound twelve Shillings and ten pence and thereof he may have his Execn. Ex ss. 11th September 1793.

John Chester Williams of Hadley in the County of Hampshire yeoman Plt. vs. Thomas White late of Southhadley in said County yeoman Deft. in a plea of the case for that whereas the said John Chester at Hadley aforesd. on the last day of June last past had sold and delivered the said Thomas sundry Goods Wares and Merchandizes at his the said Thomas's special Instance and request he the said Thomas then and there in Consideration thereof undertook and to the said John Chester faithfully promised that he would Content and pay him so much money as the Goods so sold and delivered as aforesaid were reasonably worth at the time of the sale and delivery thereof and the said John Chester in fact says the Goods so sold and delivered as aforesaid were reasonably worth the sum of Six pounds seven and a half penny lawful money of which the said Thomas then and there Instantly (to wit) the day and year aforementioned had notice. Yet the said Thomas tho often requested hath never performed his promise aforesaid but neglects it to the damage of the said John Chester eight pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John Chester do recover against the said Thomas six pounds seven Shillings and a half penny of lawful money damages and Cost of Court taxed at one pound Eleven Shillings and ten pence. and thereof &c. Execn. ss. 17th September 1793

Edwards vs White No. 38

Timothy Stockwell of Hadley in the County of Hampshire yeoman Plt. vs. Daniel Baker late of Montague in said County yeoman Deft. in a plea of the Case for that whereas the said Timothy at Hadley aforesaid on the last day of June last past had sold and delivered the said Daniel Sundry Goods Wares and Merchandizes at his the said Daniels special Instance and request he the said Daniel then and there in Consideration thereof undertook and to the said Timothy faithfully promised that he would pay and Content him all such sum of money as the Goods so sold and delivered as aforesaid were reasonably worth at the time of the Sale and delivery thereof whenever after he should be thereto required and the said Timothy in fact saith that the Goods &c so sold and delivered as aforementioned were reasonably worth at the time of the sale and delivery thereof the sum of four pounds ten Shillings lawful money of which the said Daniel afterwards (to wit) the day and year abovementioned had notice yet the said Daniel hath never paid the same sum tho often requested or ever performed his promise aforesaid but unjustly neglects it to the damage of the said Timothy five pounds. the Plt. appears by Elisha Porter Esq. his Attr. and

Stockwell vs Baker No. 39

Rockwell vs Baker No. 39 — and the said David being three times publickly called to come in to Court doth not come but makes Default of appearance. Therefore it is Considered by the Court that the P. Timothy do recover against the said David four pounds ten Shillings of lawful money Damages and Cost of Court taxed at one pound fifteen Shillings and two pence thereof &c. Exc. is. 23. Septr. 1773

White vs Sawyer No. 40 — Thomas White Junr. of Southadley in the County of Hampshire yeoman Plt. vs. David Sawyer of Belchertown in said County yeoman Deft. in a plea of the Case for that the D. David at Southadley aforesaid on the seventeenth day of Novembr. last past by his Note of that date for value received promised the P. Thomas to pay him the value of two pounds six Shillings lawful money in good and Merchantable pine Boards delivered at a place called Taylors Fills in Southadley aforesaid at the Rate of thirty Shillings a Thousand. in six months from the date of said note with the lawful Interest for the same Sum till paid. and the said Thomas in fact saith he has been always ready at time and place aforementioned to receive said Boards agreable to the Tenor of said Note. Yet the said David tho. the time for the delivery of said Boards agreable to D. Note is long since past and tho. thereto often requested hath never paid said Sum or ever delivered said Boards or in any manner performed his promise aforesaid but unjustly neglects it to the damage of the said Thomas three pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said David tho. three times publickly called to come into Court doth. not come but makes default of appearance here. Therefore it is Considered by the Court that the said Thomas do recover against the said David two pounds eight Shillings and three pence of lawful money Damages and Cost of Court taxed at One pound Eleven Shillings and six pence and thereof he may have his Execn. Execn. is. 23. Septembr. 1773.

Wells vs Warner No. 41 — Sarah Wells of Whately in the County of Hampshire Spinster Plt. vs. Downing Warner late of Williamsburgh in said County yeoman Deft. in a plea of the Case for that the said Downing at said Springfield on the twenty fifth day of April A.D. 1768 by his note of that date for value received promised the said Sarah by the name of Sarah Wells of Halfield to pay her the Sum of three pounds Eleven Shillings and four pence lawful money with in one year from the date of D. Note with the lawful Interest of that same Sum from the date of said note until paid. yet the said Downing tho often requested has never performed this said promise but wholly neglects and refuses to do it to the damage of the said Sarah five pounds. — the Plt. appears by Elisha Porter Esq. her Attr. and the D. Downing tho. three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Sarah do recover against the said Downing three pounds five Shillings and nine pence of lawful money Damages and Cost of Court taxed at One pound Sixteen Shillings. and thereof she may have her Execn. Execn. is. 23. Septembr. 1773.

Moses Marsh of Hadley in the County of Hampshire Gent. Plt. vs. Israel Walker late of Hadley aforesaid Husbandman Deft. in a plea that the said Israel render to the said Moses the sum of one hundred and fifteen pounds lawful money which to the said Moses he the said Israel owes and from him unjustly detains. and whereon the said Moses declares and says that the said Israel at said Hadley on the nineteenth day of January Anno 1763 by his Bond under his hand and seal of that date and in Court to be produced bound and obliged himself to the said Moses in the sum of one hundred and fifteen pounds lawful money of the Province of the Massachusetts Bay in New England to be paid the said Moses on demand. yet the said Israel tho often requested has never paid the same sum or any penny thereof to the said Moses but wholly neglects and refuses to do it to the damage of the said Moses one hundred pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the Deft. Israel by John Worthington Esq. his Attr. comes here and moves that this action may be continued, and the Plt. not objecting it is considered that the said Parties have a day before the Court the thing here untill the second Tuesday of November next following said last Tuesday of August aforesaid —

Marsh vs Walker No. 42

Jonathan Wells of Glastenbury in the County of Hartford and Colony of Connecticut Esq. Plt. vs. Isaiah Carrier of Belchertown in the County of Hampshire Husbandman Deft. in a plea of Ejitment wherein the said Jonathan demands a certain tract of Land with the buildings thereon lying and being in Belchertown aforesaid and in that part thereof called the Equivalent Land being the Original Lott No. 2. which was laid out to Capt. Roswell Saltonstalls Heirs and containing one hundred Acres being the same Lott upon which the said Isaiah now Dwells and is bounded East on Aaron Sturmers Land, West on Samuel Worthingtons Land, North on Benjamin Whitneys Land, and South on Commons or undivided Lands and whereon the said Jonathan declares & says that the said Isaiah is tenant of peace in the reign of the Lord the King that now is being seized in his Demesne as of fee of the demanded premises on the Seventeenth day of December in the twelfth year of his Majesty's Reign Anno 1771 at Springfield aforesaid by his Deed of Mortgage under his hand and Seal of that date duly acknowledged Registered and in Court to be produced, conveyed the said Demanded premises to the said Jonathan to have and to hold to him and his Heirs forever. with Condition nevertheless to be void if the said Isaiah or his Heirs Extrs. or Admrs. should well and truly pay to the said Jonathan or his Heirs the sum of twenty nine pounds five Shillings and three pence lawful money with the lawful Interest thereof within one year from the said Seventeenth day of Decr. Now the said Jonathan in fact saith that said Isaiah hath never paid the same Sum or any penny thereof to him the said Jonathan, wherefore the said Jonathan ought to have the Possession of the said demanded premises. yet the said Isaiah hath since entered and unjustly holds him out of the Possession of the same to the damage of the said Jonathan one hundred pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Isaiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore —

Wells Esq. vs Carrier No. 43

Wells Esq. vs. Carrier No. 43

Therefore it is Considered that (unless the said Isaiah shall pay unto the said Jonathan the sum of thirty two pounds five Shillings and nine pence within two months) that the said Jonathan recover against the said Isaiah Carrier and his Bail the premises & and thereof he may have his Exon. Accordingly, and for Cost of Court taxed at one pound Sixteen Shillings.

Farr Jun.r vs. Beal, etal No. 44

Stephen Farr Junr. of a place called Number five in the County of Hampshire yeoman Plt. vs. Abram Beal yeoman and Joseph Ford yeoman both late of Number five Defts. in a plea of the Case for that the said Abram and Joseph at said Number five on the twenty first day of Feby A.D. 1772 by their Joint note of that date for value received promised the said Stephen to pay him the Sum of nine pounds nine Shillings and ten pence lawful money by the first day of May A.D. 1773 with the lawful Interest of that same Sum until paid. Yet the said Abram & Joseph or either of them have never performed their said promise but wholly neglect and refuse to do it to the damage of the said Stephen twelve pounds. the Plt. appears by Elisha Porter Esq. his Att.r and the said Defts. tho' three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is Considered that the said Stephen do recover against the said Abram & Joseph ten pounds Seven Shillings and four pence of lawful money Damages and Cost of Court taxed at two pounds four Shillings and four pence and thereof he may have his Exon. Exon. is.d 23d. September 1773.—

Colt vs Standish & al No. 45

Benjamin Colt of Hadley in the County of Hampshire Genit. Plt. vs. Israel Standish yeoman and Richard Phillips yeoman both late of Ashfield in said County Defts. in a plea of the Case for that the said Israel and Richard at said Ashfield on the twelfth day of Novemb.r A.D. 1771 by their Joint note of that date for value received promised the s.d Benjamin to pay him the Sum of four pounds Seventeen Shillings and six pence lawful money within one year from the date of the said note with use (excepting the lawful Interest of that same Sum) until paid. Yet the said Israel and Richard or either of them have never paid the same Sum or any penny thereof but wholly neglect and refuse to do it (tho they and either of them have been often requested to pay the same) to the damage of the said Benjamin Seven pounds.— the Plt. appears by Elisha Porter Esq. his Att.r and the s.d Defts. tho three times publickly called to come into Court do not come but make default of appearance here. Therefore it is Considered that the said Benjamin do recover against the said Israel & Richard five pounds Eight Shillings and one penny of lawful money Damages and Cost of Court taxed at One pound Seventeen Shillings and ten pence and thereof &. Exon. is.d 23d. September 1773 —

Hayes vs Harwood No. 46

Ephraim Hayes of Hadley in the County of Hampshire yeoman Plt. vs. Peter Harwood late of a place called Number five in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Peter at said Hadley on the thirtieth day of December last past by his Note of that date for value received promised the said Ephraim to pay him the Sum of ten pounds Lawful money on Demand with the Lawful Interest of the same till paid. And also for that the said Peter at said Hadley on the same thirtieth

day of Dcumber by his other note of that same date for value also-
ruibed promised the said Ephraim to pay him one other Sum of
twenty five pounds libd lawful money within six months from the
date of the same note with the lawful Interest of that same Sum un-
till paid. yet the said Peter tho often requested has never performed either
of his said promises but wholly neglects and refuses to do it to the
damage of the said Ephraim forty five pounds. the Plt. appears by
Elisha Porter Esq. his Attr. and the said Peter tho three times pub-
licly called to come into Court doth not come but makes default
of appearance here. Therefore it is Considered that the said Ephra-
im do recover against the said Peter thirty four pounds twelve
Shillings and Eleven pence of lawful money Damages and
Cost of Court taxed at one pound twelve Shillings & ten pence
and therof he may have his Execn. &c. dt. 23d. Septemb. 1773.—

David Trowbridge of Halfield in the County of Hampshire
Hampshire yeoman Plt. vs. James Scott of Whately in s. County yeo-
man Deft. in a plea of the Case for that the said James at Halfield vs
aforesaid on the Eleventh day of Feby. last past by his note of that date Scott
for value recived promised the said David to pay him the sum of No. 18
Six pounds fifteen Shillings lawful money at or before the first
day of May then next with Interest for the same from after the
first day of may till paid. Yet the said James hath never paid the
same tho. thereto often requested, but unjustly neglects it to the da-
mage of the said David Seven pounds. the Plt. appears by Elisha
Porter Esq. his Attr. and the said James being three times publickly called
makes Default of appearance here. Therefore it is Considered that
the said David do recover against the said James Six pounds nine-
teen Shillings and Six pence of lawful money Damages and Cost
of Court taxed at one pound fourteen Shillings and Six pence
and therof he may have Execn. Execn. dt. 23d. Septemb. 1773. —

Ezekiel Mighills of Halfield in the County Mighill
of Hampshire yeoman Plt. vs. John Hill Junr. late of Brookfield in the Coun- vs.
ty of Worcester yeoman Deft. in a plea of the Case for that the s. John at Hill
a place called Worcester viz at Springfield aforesaid on the second day of No. 19
September Anno 1772 by his note of that date for value recived promised the s.
Ezekiel to pay him or his order the sum of fifty three pounds Eigh-
teen Shillings lawful money by the first day of June then next after
the date of the said Note with the lawful Interest of that same Sum from
and after the End and Expiration of three months then next ensuing the
date of the said note. Yet the said John tho often requested has never paid
the same Sum or any penny thereof tho the time of payment is long
since past but he the said John hitherto hath & still doth unjustly
neglect and wholly refuse to do it to the damage of the said Ezekiel
Sixty pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the s.
John tho three times publickly called doth not come into Court but
makes Default of appearance here. Therefore it is Considered that
the said Ezekiel do recover against the said John fifty five pounds
Six Shillings and five pence of lawful money Damages and Cost
of Court taxed at one pound fifteen Shillings and two pence —
And now the said John by Joshua Upham Esq. his Attr. comes here and

Highell vs Hill Sur. No 49

and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septemb^r next and he Recognizes with Surties as the Law directs for the said Pelers prosecuting said appeal with effect as by the said Recognizance on file appears.

State vs Gaylord No 50.

Benjamin Scott of Whately in the County of Hampshire yeoman Plt. vs. Oliver Gaylord late of South Hadley in said County yeoman Deft. in a plea of the Case for that the said Oliver at said Springfield on the seventh day of July A.D. 1770 by his Note of that date for value recived promised the P. Benjamin to pay him ten pounds Lawful moneys worth of West India Rum at three Shillings pr. Gallon and to be delivered at Wells ferry (so called) in Hatfield in P. County within three months from the date of the said Note. Yet the said Oliver tho often requested has never delivered the same Rum or any part thereof tho the P. Benja- was always ready at the said time and place of Delivery to accept and receive the same Rum. nor has the said Oliver in any manner fulfilled his P. promise but wholly neglects and refuses to do it to the damage of the said Benjamin twelve pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Oliver tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Benjamin do recover against the said Oliver Eleven pounds fifteen Shillings of lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and four pence & thereof &c. Ex. is. 23. Septr. 1773

Farr vs Walker No 51

Elias Farr of a place called Number five in the County of Hampshire yeoman Plt. vs. Edward Walker late of Gage- borough in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Edward at a place called Graborough viz. at Springfield aforesaid on the Sixteenth day of April last past by his note of that date for value recived promised the P. Elias to pay him the Sum of Seven pounds and one Shilling lawful money on demand with use concerning the Lawful Interest of the same Sum until paid. Yet the said Edward tho often requested has never paid the same Sum or any penny thereof but wholly neglects and refuses to do it to the damage of the P. Elias — nine pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Edward being three times publickly called to come into Court comes not but makes Default of appearance here. Therefore it is Considered by the Court that the said Elias do recover against the said Edward Seven pounds four Shillings and three pence of lawful money Damages and Cost of Court taxed at two pounds three Shillings and Six pence and thereof &c. Ex. is. 23. Septr. 1773.

Eastman vs. Taylor No 52

William Eastman of Granby in the County of Hampshire Gent. Plt. vs. Reuben Taylor late of South Had- ley in said County yeoman Deft. in a plea of the Case for that the said Reuben at said Granby on the ninth day of May A.D. 1772 by his Note of that date for value recived promised the P.

William to pay him the sum of three pounds seventeen shillings and seven pence lawful money on demand with the lawful Interest of the same sum untill paid. and also for that the said Reuben at said Granby on the twenty fourth day of August last past by his other note of that date for value recd promised the d. William to pay him the sum of ten Shillings and six pence lawful money on demand with the lawful Interest of that same sum untill paid. Yet the said Reuben tho often requested has never paid either of the said Sums or any penny of either of them or in any manner performed either of his said promises but unjustly neglects and wholly refuses to do it to the damage of the said William two pounds. the Plt. appears by Elisha Porter Esq. his Attt. and the said Reuben tho three times publickly called doth not come but makes Default of appearance here. Therefore it is Considered that the said William do recover against the said Reuben four pounds fourteen Shillings and Eleven pence of lawful money Damages and Cost of Court taxed at One pound nine Shillings and ten pence thereof &c. Exd. 30th Sept. 1773.

Matthew Talcott of Middletown in the County of Hartford and Colony of Connecticut Esq. Plt. vs. Daniel Baber Junr. late of Montague in the County of Hampshire yeoman Defft. in a plea of the Case for that the said Daniel at a place called Middletown viz. at Springfield aforesaid on the fourteenth day of Novemb. Anno Dom. 1770 by his note of that date for value recd promised the d. Matthew to pay him the sum of Seven pounds Eleven Shillings and seven pence lawful money by the twentieth day of May then next after the date of the said note. And also for that said Daniel at said Springfield on the first day of August Inst. in Consideration that the said Matthew had before that time there sold and delivered to the said Daniel at his the said Daniel's special Instance and request divers Goods Wares and Merchandizes, promised the said Matthew to pay him so much money as the same Goods &c. were reasonably worth at the time of their Sale and delivery whenever afterwards he should be thereto requested. and the said Matthew in fact saith that the same Goods &c. at the time of their said Sale and delivery were reasonably worth the sum of ten pounds Seven Shillings lawful money viz. at Springfield aforesaid wherein the said Daniel then and there had notice. yet the said Daniel tho often requested has never paid either of the said Sums or any penny of either of them but unjustly neglects and wholly refuses to do it to the damage of the said Matthew twenty two pounds. the Plt. appears by Elisha Porter Esq. his Attt. and the said Daniel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Matthew do recover against the said Daniel Eighteen pounds nineteen Shillings and five pence of lawful money Damages and Cost of Court taxed at Two pounds one Shilling and two pence and therefore. Exd. 30th Sept. 1773.

Talcott vs. Baber No. 53

Reuben Ellis of Ashfield in the County of Hampshire yeoman Plt. vs. Moses Hayden late of Conway in s. County Physician Defft. in a plea of the Case for that the said Moses at s. Ashfield on the twenty fourth day of August last past by his note of that date for value recd promised the said Reuben to pay him the sum of Eight pounds lawful money on or before the first day of November then next after the date of the said note with the lawful Interest of the same sum untill paid yet the s. Moses

Ellis vs. Hayden No. 54

Ellis vs Hayden No. 54

Moses tho often requested has never paid the same Sum or any penny thereof but neglects and refuses to do it to the damage of the said Reuben ten pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Moses tho three times publickly called does not come but makes default of appearance here. Therefore it is Considered that the said Reuben do recover against the said Moses Eight pounds ten Shillings and five pence of lawful money Damages and Cost of Court taxed at two pounds one Shilling and four pence, and thereof &c Exon. in. 30th September 1773.

Warner vs Burk No. 55

Jonathan Warner of Hadley in the County of Hampshire Trader Plt. vs. Wait Burk late of Chesterfield in s. County yeoman Deft. in a plea of the Case for that whereas the s. Jonathan at said Hadley on the first day of May last past had before that time there sold and delivered to the said Wait Burk divers Goods Wares and Merchandizes at his the s. Waits special Instance and request. he the said Wait then and there in Consideration thereof promised the said Jonathan to pay him so much money as the same Goods &c were reasonably worth at the time of their said sale and delivery whenever afterwards he should be thereto requested. and the said Jonathan in fact says that the same Goods &c at the time of their sale and delivery aforesaid were reasonably worth the Sum of three pounds five shillings and ten pence lawful money wch at Hadley aforesaid. whereof the said Wait had notice and paid to the s. Jonathan by Sally the Sum of Seventeen Shillings and five pence lawful money and no more in part payment for the said Goods &c the remaining part of the said Sum of three pounds five Shillings and ten pence, viz. the Sum of two pounds eight Shillings and five pence lawful money the said Wait hath never paid or any penny thereof tho he has been often thereto requested but he the said Wait unjustly neglects and wholly refuses to do it to the damage of the said Jonathan three pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Wait tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Wait two pounds eight shillings and five pence of lawful money Damages and Cost of Court taxed at One pound fifteen Shillings and Six pence and thereof he may have his Exon. Exon. in. 30th September 1773.

Isham vs Iswitt No. 56

Jonathan Warner of Hadley in the County of Hampshire Trader Plt. vs. Stephen Iswitt late of Lanesborough in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Stephen at said Hadley on the thirty first day of January A.D. 1772 by his Note of that date for value received promised the said Jonathan to pay him the Sum of Six pounds Six Shillings and Seven pence one farthing lawful money on demand with the lawful Interest of the same Sum until paid. Yet the said Stephen tho often requested has never paid the same Sum or any penny thereof but wholly neglects and refuses to do it to the damage of the said Jonathan ten pounds the Plt. appears by

Elisha Porter Esq. his Att.y and the said Stephen tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Jonathan do recover against the said Stephen Six pounds Eighteen Shillings and nine pence of lawful money Damages and Cost of Court taxed at One pound Eighteen Shillings and six pence and thereof he may have his Execution. Execution is.d 30th September 1773.

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf. vs. Thomas Whitt the second of Southadley in s.d County yeoman Deft. in a plea of the Case for that the said Thomas at said Hadley on the fourteenth day of January last past by his note of that date for value received promised the said Jonathan to pay him or his Order the Sum of five pounds Eleven Shillings and eight pence three farthings lawful money on demand with the lawful Interest of the same Sum until paid. Yet the said Thomas tho often requested has never performed his s.d promise but neglects it. and also for that whereas the said Jonathan at s.d Hadley on the fourteenth day of June last past had before that time there sold and delivered to the said Thomas at his the said Thomas's special Instance and request divers Goods Wares, and Merchandizes by the said Thomas then and there in Consideration thereof promised the said Jonathan to pay him so much money as the same Goods &c were reasonably worth at the time of their Sale and delivery as aforesaid whenever afterwards he should be thereto requested and the said Jonathan says that the same Goods &c at the time of their said Sale and delivery were reasonably worth the Sum of nine pounds Sixteen Shillings and five pence lawful money viz.t at Hadley aforesaid, of which the said Thomas then and there had notice and then and there paid to the said Jonathan the Sum of six pounds and Six Shillings lawful money and no more in part payment therefor the remaining part of the said Sum of nine pounds Sixteen Shillings and five pence viz.t the Sum of three pounds ten Shillings and five pence like lawful money the said Thomas has never paid nor any penny thereof tho he has been often thereto requested but hitherto hath and still doth unjustly neglect and wholly refuse to do it to the damage of the said Jonathan ten pounds. this Pltf. appears by Elisha Porter Esq. his Att.y and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Thomas Nine pounds Six Shillings and five pence three farthings of lawful money Damages and Cost of Court taxed at One pound Eleven Shillings and ten pence and thereof &c — Execution is.d 28th September 1773.

Jdem vs Whitt 2d. N.o 57

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf. vs. Samuel Nye of Ware in s.d County yeoman and Simeon Cannon yeoman late of Granwich in s.d County Defts. in a plea of the Case for that said Samuel and Simeon at s.d Granwich on the fifteenth day of June Anno 1772 by their joint note of that date for value received promised one Jeremiah Powers to pay him or his Order the Sum of thirteen pounds six Shillings and eight pence lawful money by the first day of June then next after the date of the said note with the lawful Interest of that same Sum until paid and afterwards viz.t on the first day of June last past at Hadley aforesaid the said Jeremiah by his Indorsement on the Back of s.d Note with his own proper hand therein ordered the Pay-

Jdem vs Nye, et al N.o 58

Warner vs Nipe, etal, No. 58

Contents of the same Note then wholly due and unpaid to be paid to the said Jonathan for value received, of all which the s? Samuel and Simeon then and there Instantly had notice and so became liable to pay the same sum and Interest to the s? Jonathan agreable to the tenor of the same Note and being so liable the said Samuel and Simeon then and there in Consideration thereof promised the said Jonathan to pay him that same with the lawful Interest thereof according to the tenor of the said note. yet the said Samuel and Simeon nor either of them (tho' often requested) have never paid that same sum or any penny thereof but wholly neglect and refuse to do it. to the damage of the said Jonathan Seventeen pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Samuel and Simeon tho' three times publickly called to come into Court doth not come but make Default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Samuel and Simeon fourteen pounds six shillings and two pence of lawful money Damages and Cost of Court taxed at One pound Sixteen shillings and six-pence and thereof he may have his Execn. Exc. in? 30th Septembr 1773.

Eden vs Benson No. 59

Jonathan Warner of Hadley in the County of Hampshire Trader Plt. vs. Benjamin Benson late of Amherst in said County yeoman Deft. in a plea of the Case for that the s? Benjamin at said Hadley on the twenty sixth day of April last past by his note of that date for value received promised the said Jonathan to pay him or his Order the sum of Eden pounds five shillings and seven pence Lawful money within three months from the date of the said note with the lawful Interest of the same sum until paid. yet the said Benjamin tho often requested has never paid that same sum or any penny thereof but wholly neglects it to the damage of the said Jonathan ten pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the s? Benjamin tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Benjamin Seven pounds Eight shillings and ten pence of lawful money Damages and Cost of Suit taxed at One pound thirteen shillings and four pence and thereof &c Ex. in? 29th Septembr 1773

Beard vs Wright No. 60

James Beard of Blanford in the County of Hampshire yeoman Plt. vs. Joseph Wright of Pittsfield in the County of Berkshire yeoman Deft. in a plea of Trespass on the Case for that whereas the said James the Plt. at the Inferiour Court of Common pleas holden at s? Springfield on the last Tuesday of August in the fourth year of the Reign of the Lord the King that now is, within and for s? County of Hampshire recovered Judgment against Joseph Wright then living but since declared by the name of Joseph Wright of Pittsfield in the County of Berkshire yeoman for the sum of five pounds nineteen Shillings and two pence three

farthings lawful money Damages and two pounds four shillings and one penny like money for his costs and Charges by him about his Suit in that behalf expended by the reason of the said Joseph not performing to him the said James his promise there before that time made him which said Judgment on the sixth day of Novemb: A:1760 remained in full force not satisfied queried or annulled and the said James had not sued out any Writ of Execn. on the same Judgment upon which a certain discourse was had and made by and between the said James the Pitt, and Joseph Wright first aforesaid Son of the said Joseph deceased, who was then Joseph Wright the younger of s:d Pitts field wig on the same day and year last aforesaid at said Blanford and while the same Judgment remained in full force against the said Joseph the Elder & father to the s:d Joseph the younger of and concerning the said Joseph the younger his settling the same Judgment with the said James the Pitt which s:d James had recovered as aforesaid against the said Joseph the Elder and the said Joseph the younger did then and there agree and promise by a writing under his hand that in Consideration the s:d James would receive and accept of a certain Horse that the s:d Joseph then had with him at the price of four pounds and ten shillings in part Satisfaction of the same Judgment and would wait one year from the time of said promise and agreement for what remained due on the same Judgment and thus take of the said Joseph the younger the value of what remained due on the said Judgment, in Sheep in full Satisfaction and discharge of the same Judgment recovered as aforesaid against the said Joseph the Elder the said Joseph the younger did then and there for the Consideration aforesaid Agree and promise by a writing under his hand to pay unto the said James the value of what remained due on the same Judgment in Sheep within one year from the said sixth day of Novemb: aforesaid. And the said James avers that he did then and there receive and accept of the same Horse of the said Joseph the younger at the price of four pounds & ten Shillings in part Satisfaction of the same Judgment. and further avers that he the said James did then and there agree and promise the said Joseph that he the s:d James would wait one year from the said sixth day of November for what remained Due on the same Judgment and that he the said James would at the Expiration of one year from said sixth day of November receive and accept of the value of the remainder of the same Judgment in sheep of the said Joseph in full Satisfaction and discharge of the same Judgment recovered as aforesaid against the said Joseph the Elder and the said James avers that there then remained due on the same Judgment after the accept of the Horse aforesaid at the price aforesaid the sum of three pounds thirteen Shillings and three pence three farthings of which the said Joseph the younger then and there had Notice from the said James, and the said James further avers that he did wait and forbear suing out any Execn. on the same Judgment in Con=

Beard vs Wright No 60

Consideration of the said promise made as aforesaid by the said Joseph the younger for one year from the said Sixth day of November aforesaid and untill this time, and the said James further avers that he hath never had any Satisfaction of the said residue of said Judgment and that he always hitherto hath been ready to receive and accept of the value of what remained due on the same Judgment viz. three pounds thirteen Shillings & three pence three farthings of the said Joseph the younger as aforesaid in Chips in full Satisfaction and discharge of the said Judgment against the said Joseph the Elder yet the said Joseph who was then the younger not regarding his promise and Assumption aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said James in this particular hath altogether refused and neglected to deliver the same Chips or any ways to perform & fulfill his said promise & Assumption made as aforesaid tho he hath been often thereto requested and still doth unjustly neglect & refuse to do it to the damage of the said James Seven hundreds. —

The Plt. appears by John Phelps Gent. his Attr. and the first above named Joseph by Joseph Hawley Esq. his Attr. comes and defends the force & and reserving liberty to give any special matter of payment or accord and Satisfaction in Evidence under the general Issue which would have been a good ~~Defence~~, if Specially pleaded says that he never promised the Plt. in manner and form as in this Declaration contained in this Writ against him is Alledged and thereof puts himself on the Country. and the within named James agreeing to the said Joseph's Reservation does likewise put himself on the Country. Thereupon the Jurors of the Jury agreable to the form and effect of the Statutes in that Case made and provided now at this time returned and impannelled being drawn & sworn likewise come who to say the truth concerning the premises being duly sworn declare upon their oath that the said Joseph under promised the Plt. in manner and form as the Plt. against him hath alledged. Therefore it is considered that the said Joseph the Deft. do recover against the said James Costs of ~~Suit~~ defending thy Suit, and now the said James by his Attr. aforesaid appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of Sept. next and he recognizes with Surties as the Law directs for the said James prosecuting his appeal aforesaid with effect as by the said Recognizance on file may be seen. —

Mc Masters vs Nelson No 61 — John Mc Masters of Palmer in the County of Hampshire yeoman Plt. vs. John Nelson of South Brimfield in said County yeoman Deft. in a plea of the Case for that the said Nelson at said Springfield on the twenty second

day of April last past by his note of that date for value received promised s? Wm Masters to pay him three pounds lawful money within three months from the date with Interest till paid. yet said Nelson tho' often requested hath never performed his said promise but wholly and unjustly to do it to the damage of the said Wm Masters nine pounds. the Plt. appears by William Scott Gent. his Att? and the Deft. tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Wm Masters do recover against the said Nelson three pounds four Shillings and ten pence of lawful money Damages and Cost of Court taxed at one pound twelve Shillings and thence he may have his Execution. Execution. is? 25th. September 1778.

Israel Johnston of Chesterfield in the County of Chesh^re and Province of New Hampshire yeoman Plt. vs. John Capen of Ware in the County of Hampshire yeoman Deft. in a plea of the Case for that said John at said Springfield on the twenty seventh day of Janry A.D. 1779 by his note of that date for value received promised said Israel to pay him or Order the Sum of four pounds three Shillings Lawful money by the first day of May then next with Interest till paid. yet the said John tho often requested hath never performed his promise but wholly and unjustly neglects to do it to the damage of the said Israel Nine pounds. the Plt. appears by William Scott Gent. his Att? and the said John tho three times publickly called doth not come but makes default of appearance here. Therefore it is Considered that the said Israel do recover against the said John four pounds Six Shillings and one penny of lawful money Damages and Cost of Court taxed at two pounds eight Shillings and ten pence. and therefore &c. Execution. is. 25th Sept? 1778.

Johnson vs Capen No. 62

John Bois of Blanford in the County of Hampshire yeoman Plt? vs. John Crane of Becket in the County of Berkshire yeoman Deft. in a plea of the Case for that the said John Crane at said Springfield on the twenty second day of June A.D. 1778 by his note of that date for value received promised the said John Bois to pay him the Sum of ten pounds lawfull money at or before the twenty second day of June then next following the date of said note with the lawful Interest thereof till paid. yet the said John Crane tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said John Bois twelve pounds. the Plt. appears by John Phelps Gent. his Att? and the s? Deft. tho three times publickly called to come into Court comes not but makes Default of appearance here. Therefore it is Considered that the said John Bois do recover against the said John Crane Eleven pounds Six Shillings and five pence of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and ten pence and thereof &c. Execution. is. 25th Sept? 1778.

Bois vs Crane No. 63

Ebenezer Devilion of Windham in the County of Windham and Colony of Connecticut Gent. Plt vs. Ezra Cleaveland of Worthington in the County of Hampshire yeoman Deft. in a plea of Trespass on the Case for that the said Ezra at s? Springfield on the eighth day of February last past by his note of that date for value received promised the s? Ebenezer to

Devolion vs Cleaveland No. 64

Lawton vs Cleaveland No. 64

to pay him or Order the sum of Eight pounds Eight Shillings and six pence Lawful money on demand with the lawful Interest thereof till paid. yet the said Ezra tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Plaintiff nine pounds. the Plt. appears by John Phelps Gent. his Attr. and the Dt. Ezra tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Plaintiff do recover against the said Ezra Eight pounds fourteen Shillings & two pence of Lawful money Damages and Cost of Court taxed at two pounds three Shillings and two pence and thereof he may have his Execution. Execution. is. 24th. September 1773.

Pettibone vs Holcomb No. 65

Ozias Pettibone of Simsbury in the County of Hartford and Colony of Connecticut Gent. Plt. vs. Elijah Holcomb of Southwick in the County of Hampshire yeoman Deft. in a plea of the case for that the said Elijah at said Springfield on the fourteenth day of April. Anno 1772 by his Note in Writing under his hand of that date for value received promised the said Ozias to pay him the sum of thirteen pounds four Shillings and ten pence Lawful money on demand with the lawful Interest till paid yet the said Elijah tho often thereto requested hath not performed his said promise but he unjustly neglects it to the damage of the said Ozias fifteen pounds. the Plt. appeared by John Phelps Gent. his Attr. and the D. Elijah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Ozias do recover against the said Elijah fourteen pounds Seven Shillings & one penny of lawful money Damages and Cost of Court - taxed at One pound fourteen Shillings and ten pence and thereof he may have his Execn. Ex. is. 24th Septr. 1773.

Leavitt vs Hibbee No. 66

Thaddeus Leavitt of Suffield in the County of Hampshire yeoman Plt. vs. David Hibbee of London in the County of Berkshire yeoman Deft. in a plea of trespass on the Case for that the said David at said Springfield on the twenty Sixth day of Febry last past by his Note of that date for value received promised (by the name of David Hibbee of Tyrringham in Berkshire County) the said Leavitt to pay him or his Order the Sum of Six pounds fourteen Shillings & Six pence Lawful money at or before the first day of July then next following the date of the same Note with Lawful Interest till paid yet the said David tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Leavitt nine pounds. the Plt. appears by John Phelps Gent. his Attr. and the said David tho three times publickly called to come into Court doth not come but makes default of appearance here.

Therefore it is Considered by the Court that the said Leavitt do recover against the said Noble Six pounds Eighteen Shillings and nine pence of lawful money Damages and Cost of Court taxed at One pound Eleven Shillings and six pence and thereof &c. Exon. dt. 24th Sept. 1773.

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt. vs. Daniel Hellogg of Sheffield in the County of Berkshire yeoman Deft. in a plea of the case for that the said Daniel at said Springfield on the twenty fourth day of March last past by his note of that date for value recvd promised the said Bildad to pay him the sum of twenty pounds and eight Shillings lawful money by the first day of June then next with Intrest till paid. Yet the said Daniel tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Bildad twenty five pounds. the Plt. appears by John Phelps Gent his Atty and the said Daniel tho three times publickly called to come into Court doth not come but makes default of appearance therefore it is Considered by the Court that the said Bildad do recover against the said Daniel twenty pounds nineteen Shillings of lawful money Damages and Cost of suit taxed at one pound fifteen Shillings and six pence and thereof he may have his Exon. Exon. dt. 10th September 1773.

Fowler vs Hellogg No. 67

Boham King of Westfield in the County of Hampshire yeoman Plt. vs. Moses Dewey of the same Westfield Gent. and a Deputy Sheriff for the same County under Solomon Stoddard Esq. Sheriff in a plea of trespass on the case for that the said Moses at S. Westfield on the twenty sixth day of August A.D. 1771 by his note of that date for value recvd promised the said Boham to pay him or order the sum of three pounds one Shilling and six pence on demand with use meaning the lawful Interest thereof till paid also for that the said Moses at said Westfield on the Last day of November last past being further indebted to the said Boham in the further sum of six Shillings lawful money for a Hat there before that time sold and delivered the said Moses by the said Boham at his the said Dewey's special Instance and request and being so Indebted he the said Moses then and there in Consideration thereof promised the said Boham to pay him the same Sum last mentioned on demand. Yet the said Moses tho often thereto requested hath not performed either of his said promises but he hitherto hath and still doth unjustly neglect it to the damage of the said Boham five pounds. the Plt. appears by John Phelps Gent. his Atty and the said Moses tho three times publickly called to come into Court doth not come but makes default of appearance here.
Therefore it is Considered that the said Boham do recover against the said Moses three pounds fourteen Shillings and Eleven pence of lawful money Damages and Cost of Court taxed at one pound eight Shillings and two pence and thereof &c. Exon. dt. 24th Sept. 1773.

King vs Dewey No. 68

Thomas Kinne of Worthington in the County of Hampshire yeoman Plt. vs. Lemuel Grosvenor Gent. ~~and others~~ as yeomen John Hall yeoman Jeremiah Eddy Gent. all late of Springfield in the County of Berkshire Defts. in a plea of the case for that the said Lemuel Grosvenor one Theodore Ingraham, Hall & Eddy at said Springfield on the twenty second day of March last past by

Kinne vs Grosvenor et al No. 69

Kinne vs Grosvenor et al No 69

by their note of that date for value rec'd promised the said Thomas to pay to him or Order the Sum of fourteen pounds two Shillings lawful money on demand with Interest till paid Gros- venor Sprague Hall & Eady or either of them the often thereto request- ed have never paid the same but they and each of them unjustly neglect to perform their said promise to the damage of the said Thomas fifteen pounds. the Plt. appears by John Phelps Gent. his Att'y. and the said Defts. tho' three times publickly called to come into Court do not come but make Default of appearance here Therefore it is Considered that the said Thomas do recover against the said Grosvenor, ~~Sprague~~ Hall, and Eady twelve pounds — twelve Shillings and Eight pence of lawful money Damages and Cost of Court taxed at two pounds Eight Shillings and thereof he may have his Execn. Execn. is. 24th Sept'r. 1773. —

Mosely vs Lafflin No 70

John Mosely of Westfield in the County of Hampshire Gent. Plt. vs. Matthew Lafflin of Southwick in s'd County yeoman Deft. in a plea of the Case for that the said Matthew at said Westfield on the Sixteenth day of August A.D. 1763 by his Note in writing of that date for value rec'd promised the said John to pay him or Order the Sum of nine pounds nineteen Shillings and six pence lawful money upon demand with Interest till paid also for that whereas the said John on the last day of June last past at said Westfield had sold and delivered to the said Matthew Sundry Goods Wares and Merchandizes at his Special Instance and request he in Consideration thereof then and there undertook and faithfully promised the said John to pay him therefor so much money as the same Goods &c were reasonably worth on demand, and the said John doth in fact aver that the same Goods &c were reasonably worth the further Sum of five pounds Sixteen Shillings and Seven pence lawful money at the time of the Sale and delivery thereof of which the said Matthew then and there had notice from the said John yet the said Matthew hath never paid the said John but two pounds Eleven Shillings & three pence in part for said last mentioned promise the remainder viz three pounds five Shillings & four pence is still due to the said John nevertheless said Matthew tho' often thereto request- ed hath not performed either of his said promises but he unjustly neglects to perform either thereof to the damage of the said John nine pounds. the Plt. appears by John Phelps Gent. his Att'y. and the said Matthew tho' three times publickly called to come into Court doth not come but makes default of appear- ance here. Therefore it is Considered that the said John do recover against the said Matthew Six pound Eleven Shillings & 1 lawful money Damages and Cost of Court taxed at One pound 8/2 — and thereof he may have his Execn. Execn. is. 24th Sept'r. 1773

Mosely vs Noble No 71

John Mosely of Westfield in the County of Hampshire Gent. Plt. vs. John Noble of Blanford in s'd County yeoman Deft. in a plea of the Case for that the s'd Noble

at said Westfield on the twentieth day of Novemb.r Inst.y by his note of that date for value rec.d promised the said Mosely to pay him or Order ten pounds ten Shillings and six pence lawful money on demand with lawful Interest till paid yet the said Noble tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Mosely Sixteen pounds. the Plt. appears by John Phelps Gent. his Att.y and the said Noble tho three times publickly called to come into Court makes default of appearance here. Therefore it is Considered that the said Mosely do recover against the said Noble thirteen pounds Eleven Shillings and three pence lawful money Damages and Cost of Court taxed at One pound nine Shillings and ten pence, and thereof &c. Ex.on is.d 21.th Sept.r 1773.

Aaron Spelman of Granville in the County of Hampshire yeoman Plt.ff vs. Ephraim Pitkin yeoman & John Gibbs yeoman both late of S.d Granville Deft.s in a plea of the Case for that the said Ephraim and John at said Springfield on the twelfth day of Febry Inst.y 1772 by their note of that date for value rec.d promised the said Aaron to pay him the Sum of six pounds lawful money within two months from the date of said note with the lawful Interest thereof till paid yet the said Ephraim and John or either of them tho often thereto requested have never paid the same or the Interest thereof but they and each of them wholly neglect to do it to the damage of the said Aaron Eight pounds. the Plt. appears by John Phelps Gent.r his Att.y and the said Deft.s tho three times publickly called do not come into Court but make default of appearance here. Therefore it is Considered that the said Aaron do recover against the said Ephraim and John Six pounds Eleven Shillings and three pence lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and eight pence and thereof &c. Exc.on is.d 24.th Sept.r 1773.

Spelman vs Pitkin &c. Nov. 1772

Ezekiel Shepard of Westfield in the County of Hampshire yeoman Plt.ff vs. Miles Porter late of Southampton in S.d County yeoman Deft. in a plea of the Case for that the said Miles at S.d Westfield on the eighth day of Febry A.D 1771 by his note of that date for value rec.d promised the said Ezekiel to pay him the Sum of ten pounds & ten Shillings (meaning that worth) in manner following viz. three fifths thereof in money (meaning lawful money) and the other two fifths thereof in Merchantable wheat as the Merchants allow at or before the eighth day of Febry A.D 1773 with lawful Interest till paid and the Plt. avers that he always hitherto hath been ready to receive S.d Wheat & money according to the said note. yet the said Miles tho often thereto requested and altho the time of payment is long since elapsed hath not performed his S.d promise but he wholly neglects it to the damage of the said Ezekiel fifteen pounds. The Plt. appears by John Phelps Gent.r his Att.y and the said Miles tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the S.d Ezekiel do recover against the said Miles Eleven pounds five Shillings and six pence of lawful money Damages and Cost of Court taxed at One pound eight Shillings and Six pence and thereof &c. Execution is.d 24.th Sept.r 1773.

Shepard vs Porter Nov. 1773

Matthew Laflin of Southwick in the County of Hampshire yeoman Plt.ff vs. Benjamin Rising of S.d Southwick yeoman ~~and Benjamin Rising late of Stafford in~~ Deft.ff in a plea of the Case on the Case for that the said Benjamin and Benjamin Rising at S.d Springfield on the twenty seventh day of Novemb.r A.D 1772 by their Note of that date for value rec.d promised the said Matthew to pay him the Sum of Seven pounds lawful money by the first day of March then next following the date of said note with the lawful Interest till paid. Yet the said Benjamin and

Laflin vs. Rising Nov. 1773

Laflin vs the Risings No. 74

and Benjamin Junr. altho often thereto requested and altho the time
given for payment of the same now hath elapsed have not per-
formed their said promise but they and each of them unjustly neg-
lect it to the damage of the said Matthew Seven pounds. ——
the Plt. appears by John Phelps Gent. his Atty. and the Defts. tho
three times publickly called to come into Court doth not come but
makes default of appearance here. Therefore it is Considered that
the said Matthew do recover against the said Benjn. three pounds four Shillings and nine pence of lawful money
Damages and Cost of Court taxed at one pound nine Shillings
and three pence, and thereof &c. Execn. is. 24th. Sept. 1773

Smith vs Pelton No. 75

Benoni Smith late of Glastenbury in the coun-
ty of Hartford and Colony of Connecticut yeoman Plt. vs. Ephraim Pelton
late of Granville in the County of Hampshire Smith Defts. in a plea
of Trespass on the Case for that whereas the said Ephraim at a place
called Westfield in said Springfield on the third day of Novembr.
Dcxxij by his note of that date for value recived promised the
said Benoni to pay him the Sum of Eight pounds and eight
Shillings Lawful money's worth of good & Merchantable Cherry
Boards and deliver the same at Rodney Hillocks, at S. Spring-
field (at fourteen Shillings by the hundred) but at or before the
first day of April then next and if not then paid Interest
from the time of payment till paid and the Plt. avers he
hath always hitherto been ready at the place of delivery aforesaid
to receive said Boards yet the said Ephraim tho often thereto re-
quested has not performed his said promise but he wholly neg-
lects it to the damage of the said Benoni nine pounds ten
Shillings. the Plt. appears by John Phelps Gent. his Atty. and
the said Ephraim tho three times publickly called to come into Court
doth not come but makes default of appearance here. ——
Therefore it is Considered that the said Benoni do recover against
the said Ephraim Eight pounds Twelve Shillings & four pence
of lawful money Damages and Cost of Suit taxed at One pound
Sixteen Shillings and eight pence and thereof &c. Exc. is. 24th. Sept. 1773

Squier vs Squier No. 76

John Squier of Norwich in the County of New London
and Colony of Connecticut yeoman Plt. vs. Abial Squier of Westfield
in the County of Hampshire yeoman Deft. in a plea of the Case
for that the said Abial at a place called Norwich in said Spring-
field on the Eleventh day of April A.D. 1772 by his Note of that
date for value recived promised the said John to pay him the
Sum of fifteen pounds Lawful money at or before the first
day of Novembr. then next following and the Plt. avers the said
first of Novembr. hath elapsed. yet the said Abial tho often thereto re-
quested hath not performed his said promise but he wholly neg-
lects it to the damage of the said John twenty pounds. ——
the Plt. appears by John Phelps Gent. his Atty. and the Deft. Abial tho'
three times publickly called to come into Court doth not come but
makes default of appearance here. Therefore it is Considered that
the said John do recover against the said Abial fifteen pounds fif-
teen Shillings and three pence of Lawful money Damages and Cost of
Court taxed at two pounds 2/8. and thereof &c. Exc. is. 10th. Sept. 1773. ——

Martin Smith yeoman and Gideon Smith yeoman both late of Spring-
field in the County of Hampshire Pltf.s vs. Datii Ensign of Westfield in
said County yeoman Deft. in a plea of the Case for that the s.d Datii
at said Westfield on the twenty fifth day of January A.D. 1772 by his
note of that date for value recived promised the said Martin and
Gideon to pay them the Sum of two pounds and ten Shillings in
Grain at or before the first day of March then next following the
date of said note and Interest till paid and the Pltf.s ever they al-
ways hitherto have been ready at the place of Delivery to recieve
Grain yet the said Datii tho often thereto requested has not perform-
ed his said promise but wholly neglects it to the damage of the s.d
Martin & Gideon Seven pounds. the Pltf.s appear by John Phelps
Gent. their Att.y and the said Datii tho three times publickly called
to come into Court doth not come but makes default of appear-
ance here. Therefore it is Considered that the said Martin and
Gideon do recover against the said Datii two pounds fourteen Shil-
lings and nine pence of lawful money Damages and Cost of Court
taxed at One pound ten Shillings and one penny and there-
of they may have their Execution. Execution is.d 24.th Sept.r 1773.

Smith vs Ensign N.o 77

Donah Sackett of Westfield in the County of
Hampshire yeoman Pltf. vs. Abiel Squier of said Westfield yeoman Deft.
in a plea of the Case for that the said Abiel at said Westfield on the first
day of May A.D. 1772 by his note of that date for value recived promised
the said Donah to pay him the Sum of one pound and eighteen
Shillings lawful money on demand with lawful Interest till paid.
Also for that the said Abiel there the same day afterwards by one other
note of the same date for value recived promised the said Donah to
pay him or his Order one other Sum of One pound & Eighteen
Shillings lawful money on demand with lawful Interest for
the same till paid. Also for that the said Abiel thereafterwards the
same day by one other note of that date for value recived promised
the said Donah to pay him or his Order one other Sum of
one pound and Eighteen Shillings lawful money on demand with
Lawful Interest till paid. yet the said Abiel tho often thereto requested
hath not performed his said promises or either of them but he unjustly
neglects it to the damage of the said Donah seven pounds. the Pltf. ap-
pears by John Phelps Gent. his Att.y and the said Abiel tho three times
publickly called to come into Court doth not come but makes Default of
appearance here. Therefore it is Considered by the Court that the
said Donah do recover against the said Abiel Six pounds three Shillings
and threepence of lawful money Damages and Cost of Court taxed
at One pound ten Shillings and Eight pence & thereof &c. Ex.n is.d 16.th Sept.r 1773.

Sackett vs Squier N.o 78

Daniel Leonard of Springfield in the County
of Hampshire yeoman Pltf. vs. Beriah Fox late of Hillfield in the Coun-
ty of Berkshire yeoman Deft. in a plea of the Case for that the said
Beriah at said Springfield on the sixteenth day of January A.D. 1769
by his note of that date for value recived promised the said Daniel to
pay him the Sum of two pounds fourteen Shillings and nine pence
lawful money on demand with use (meaning with the lawful Inter-
est thereof until paid) yet the said Beriah tho often thereto requested
hath not performed his said promise but he wholly neglects it to
the damage of the said Daniel seven pounds the Pltf. appears by

Leonard vs Fox N.o 79

Leonard vs Tree No. 79

by John Phelps Gent. his Att. and the said Beriah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Daniel do recover against the said Beriah three pounds one ten Shillings of lawful money Damages and Cost of Suit taxed at One pound thirteen Shillings and four pence — and thereof he may have his Execution &c. is. 24th. Sept. 1773.

Mosley vs Trumain No. 80

John Mosley of Westfield in the County of Hampshire Gent. Plt. vs. Nathan Trumain late of Southwick in said County yeoman Deft. in a plea of the Case for that the said Nathan at said Westfield on the fourth day of April A. 1772 by his Note of that date for value received promised the said John to pay him or Order the Sum of four pounds & three pence half penny lawful money on demand with the lawful Interest till paid. Yet the said Nathan tho often thereto requested — hath not performed his said promise. but therein wholly neglects it to the damage of the said John five pounds. the Plt. appears by John Phelps Gent. his Att. and the said Nathan tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said John do recover against the said Nathan four pounds seven — Shillings and two farthings of lawful money Damages and Cost of Court taxed at one pound Eight. Shillings and six pence — and thereof he may have his Execu. Execu. is. 24th. Septemb. 1773.

Copley vs Wilcocks No. 81

Matthew Copley of Suffield in the County of Hampshire yeoman Plt. vs. Stephen Wilcocks of Southwick within said County yeoman Deft. in a plea of the Case for that the said Stephen at said Southwick on the twenty sixth day of July last past by his note of that date for value recived promised the said Matthew to pay him the Sum of three pounds three Shillings and ten pence lawful money on demand with the lawful Interest for the same till paid. Yet the said Stephen tho often thereto requested hath not performed his said promise but therein wholly neglects it to the damage of the said Matthew five pounds the Plt. appears by John Phelps Gent. his Att. and the said Stephen tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Matthew do recover against the said Stephen three pounds eight Shillings and one penny of lawful money Damages and Cost of Court taxed at One pound nine Shillings and — thereof he may have his Execu. Execu. is. 9th. Novb. 1773. —

Clarke vs Williams No. 82

Joel Clarke of Farmington in the County of Hartford and Colony of Connecticut Gent. Plt. vs. Thomas Williams of Granville in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Thomas at said Granville on the eighth day of April last past by his Note of that date for value received promised the said Joel to pay him the Sum of two pounds seventeen Shillings and one penny lawful money on demand with the lawful Interest till paid. yet the said Thomas tho often thereto

thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Joel Seven pounds. the Plt. appears by John Phelps Esqr his Attr. and the said Thomas tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Joel do recover against the said Thomas two pounds Eighteen Shillings and five pence of lawful money Damages and Cost of Court taxed at one pound eighteen Shillings and ten pence, and thereof &c. Excon. is. 24th Sept. 1773.

Conners vs Fisher No. 83

Samuel Davis Conners of Chesterfield in the County of Cheshire and Province of New Hampshire yeoman Plt. vs. William Fisher of Douglass in the County of Worcester yeoman Deft. in a plea of the Case for that the said William at Springfield aforesaid on the Seventeenth day of November last by his Note of hand of that date for value received promised said Samuel to pay him or his Order Sixty one pounds Lawful money by the first day of June then next with Lawful Interest till paid. yet said William tho often thereto requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Samuel Eighty pounds the Plt. appears by Elijah Williams Esqr. his Attr. and the said William tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the said Samuel do recover against the said William Sixty three pounds nineteen Shillings and two pence of lawful money Damages and Cost of Court taxed at two pounds four Shillings and six pence. and thereof &c — Excon. is. 29th Sept. 1773.

Williams vs Williston No. 84

Reuben Williams of Westfield in the County of Hampshire yeoman Plt. vs. Thomas Willington late of Watertown in the County of Middlesex yeoman Deft. in a plea of the Case for that whereas the said Thomas at said Springfield on the twenty sixth day of April last past by his note of that date for value there received promised the said Reuben to pay him the sum of twenty one pounds Sixteen Shillings and seven pence Lawful money or demand with lawful Interest for the same sum till paid. yet the said Thomas tho often requested hath never paid the said Reuben the same sum but hitherto hath & still doth unjustly neglect & refuse to pay him the same sum to the damage of the said Reuben thirty pounds. the Plt. appears by Samuel Fowler Esqr. his Attr. and the said Thomas tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Reuben do recover against the said Thomas Eighteen pounds four Shillings and four pence of lawful money Damages and Cost of Court taxed at two pounds three Shillings and two pence. and thereof &c. Excon. is. 9th Novbr 1773.

Miller vs Cheshire No. 85

Moses Miller of Westfield in the County of Hampshire yeoman Plt. vs. Stephen Cheshire of Granville in said County yeoman Deft. in a plea of the Case for that the said Stephen at said Springfield on the eighth day of July Anno Dom 1772 by his Note of that date for value recd promised the said Plt. to pay him five pounds and ten Shillings Lawful money by the first day of March then next with Lawful Interest for the same after

Heller vs Hulcox No. 85

after four Months from the date of said Note till paid. Yet the said Stephen tho often requested hath never paid said Moses the same tho the time of payment hath long since passed but unjustly neglects and refuses to pay him the same to the damage of the said Moses nine pounds. the Plt. appears by Samuel Fowler Gent. his Att. and the said Stephen tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered that the said Moses do recover against the said Stephen five pounds one Shilling and Eleven pence of lawful money Damages and Cost of Court taxed at One pound ten Shillings and two pence, and therefore &c. &c. is. 24th Sept. 1773.

Fowler vs. Fowler No. 86

Bildad Fowler of Westfield in the County of Hampshire yeoman Appt. vs. David Fowler of said Westfield yeoman Appte. from the Judgment of Edad Taylor Esq. one of his Majesty's Justices of the peace for said County, at a Foyal before him on the thirtieth day of August 1773 and in the thirteenth year of his majesty's Reign. wherein the said ~~Dda~~ David was Plt. and the said Bildad Deft. in a plea of the Case for that the said Bildad at said Westfield on the Eleventh day of Novb. last past by his note of that date for value received promised the said David to pay him twenty two Shillings lawful money by the first day of Feby then next ensuing the date of said note with use (meaning Lawful Interest for the same after the time of payment until paid. Yet the said Bildad tho often requested and the time of payment hath long since passed hath never paid s. David the same to the damage of the said David Forty Shillings. at which Foyal Judgment was rendered that the said David should recover against the said Bildad the Deft. twenty two Shillings and nine pence Debt or Damages and Cost of Court taxed at ten Shillings and two pence. from which Judgment the said Bildad appealed to this Court and recognized &c. and now the said Parties appear and upon the Original plea of the said Bildad that he never promised &c. they severally put themselves on the Country. Thereupon the Jurors of the Jury agreable to the form and effect of the Statutes in this Case made and provided now at this time returned and Impanelled being demanded likewise come who to say the truth concerning the premises being duly sworn declare upon their oath that the said Bildad the Appt. did promise &c and ~~the~~ the damage of the said David to twenty two Shillings and nine pence. Therefore it is Considered that the said David do recover against the said Bildad twenty two Shillings and nine pence of lawful money Damages and Cost of Court taxed at one pound five Shillings and Eleven pence and therefore he may have his Execn. Ex. is. 24th Sept. 1773.

Dickinson vs Strawbridge No. 87

David Dickinson of Deerfield in the County of Hampshire yeoman Appt. vs. David Strawbridge of Hatfield in said County yeoman Appte. from the Judgment of Elisha Porter Esq. one of his Majesties Justices of the peace for s. County at a Foyal before him at his Dwelling House in Hadley in said County

on Tuesday the twentieth day of July Dr 1773 wherein David Trowbridge aforsd. was Pltf. and the said Dickinson Deft. in a plea of the Case for the said Dickinsons not performing his promise & paying the Pltf. twelve Shillings and eight pence which he ought to the Pltf. to be due on Book &c. And Also another Sum of twelve Shillings and Eight pence which he ought him to be due for Goods Wares & Merchandizes as pr. Writ on file &c. Which Suit upon the Plea of the said Dickinson to the first Declaration in the Pltfs. Writ viz. that he never promised in manner & form as the Pltf. in his Declaration hath alledg'd, and upon the said Dickinsons plea to the second Declaration in the Pltfs. Writ that he never promised &c. Judgment was rendered that the said David Dickinson did not promise in manner & form as in the first Declaration in the Pltfs. Writ is against him alledg'd, and further that the said David Dickinson did promise in manner & form as against him in the second Declaration is alledged it was therefore Considered by the Court that Thos. Trowbridge should recover against the said Dickinson twelve Shillings and eight pence lawful money Damages and Costs taxed at twelve shillings and four pence. from which Judgment the said Dickinson appealed to this Court. and now the said Dickinson the Appt. appears by Simeon Strong Esq. his att. and the said Trowbridge the Appd. tho. three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Dickinson do recover against the said Trowbridge Costs of Court taxed at three pounds Seventeen Shillings & pence the receipt of which he acknowledges as pr. Docket.

Thomas Dickinson of Deerfield in the County of Hampshire yeoman Pltf. vs. William Gray of Pelham in s. County yeoman Deft. in a plea of the Case for that the said William at s. Springfield on the twenty-seventh day of August Dr 1754 by his Note of that date for value received Signed with the name of William Gray the record promised the said Thomas to pay him the sum of five pounds four Shillings and five pence lawful money within one month from the date of the same Note, or to pay and deliver to him the s. Thomas within the same month at the Dwelling house of Capt. Moses Marsh in Hadley in said County the value of the same sum in neat Cattle in the following manner (that is to say) to deliver him one pair of Oxen of about four years old at the ready money price according to the Judgment of Jonathan Warner and John Savage and Capt. Moses Marsh, and said Thomas says he was always ready to receive the s. sum or the value thereof in said Cattle at the Judgment of s. Appraisers to wit. at the said place of Delivery, and that the s. Jonathan, John, and Moses were always at the same place ready to Judge of the value the same Cattle. Also for that the said William at said Springfield on the same twenty seventh day of August in the year aforesaid owed the s. Thomas the sum of five pounds four Shillings and five pence lawful money for so much money by the said William of the said Thomas to the use of the said Thomas there before that time had and received in Consideration whereof the said William promised said Thomas to pay him the same on demand. yet said William tho often requested has not performed either of his said promises but neglects & refuses to the damage of the said Thomas fifteen pounds. the Pltf. appears by Simeon Strong Esq. his att. and the s. William

Dickinson vs Gray No. 88

Dickinson vs Gray No. 88

William comes here and moves that this Action may be Continued a material Witness being out of the Province and it is Considered that the said Parties have a day accordingly before the Lord the King here untill the fourth Sunday of Novemb^r next following said last Sunday of August aforesaid.

Cooley vs Chilson No. 89

Abner Cooley of Sunderland in the County of Hampshire Gent. Plt. vs. Asaph Chilson of Conway in s^d County yeoman Deft. in a plea of the Case for that said Asaph at s^d Sunderland on the third day of April. Dr771 by his note of that date for value recived promised the said Abner to pay him the sum of seven pounds nineteen Shillings lawful money on Demand with lawful Interest for the same till paid. Yet said Asaph tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Abner ten pounds. the Plt. appears by Simeon Strong Esq. his Att^r and the s^d Asaph tho three times publicly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Abner do recover against the said Asaph Nine pounds two Shillings and two pence of lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings and two pence and true &c. Exon. is. 22. Septr. 1773.

Forbes vs Burdett No. 90

Alexander Forbes of Dursfild in the County of Hampshire yeoman Plt. vs. Asaph Chilson of Conway in s^d County yeoman Deft. in a plea of the Case for that said Asaph at said Dursfild on the Sixteenth day of May Dr771 by his note for value recived promised the said Alexander to pay him the value of ten pounds fifteen Shillings in good Merchantable Boards at twenty five Shillings a piece by the Thousand and to deliver the same at David Whitney's Mill in Conway aforesaid on demand. and said Alexander says he was always ready at said place of delivery to recive the same Boards of said Asaph. Also for that said Asaph at said Dursfild on the last day of Decemb^r last past paid to the said Alexander the sum of twelve pounds lawful money for so much money by said Alexander for said Asaphs at his special Instance and request there before that time paid out and expended and then and there in Consideration thereof promised the said Alexander to pay him the same Sum on demand. Yet said Asaph tho often requested hath never performed his promises or either of them but neglects and refuses to do it to the damage of the said Alexander thirty pounds. the Plt. appears by Simeon Strong Esq. his Att^r and the said Asaph tho three times publicly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Alexander do recover against the said Asaph twenty two pounds fifteen Shillings of lawful money Damages and Cost of Court taxed at two pounds & three pence. Exon. 22^d Septr. 1773

Chandler vs Clark et al No. 91

Joseph Chandler of Amherst in the County of Hampshire yeoman Plt. vs. William Clark Gent. and William Clark Junr. Gent. both of Gageborough

in the County of Berkshire Defts in a plea of the Case for that the Ds. William and William Junr. at said Amherst on the twenty sixth day of May Dr1773 by their Note for value recivd promisd the Ps. Joseph to pay him or his Order one hundred and twenty four pounds and eleven pence halfpenny Lawful money on demand with Lawful Interest for the same till paid. yet the said William & William Junr. tho often requested have never paid the same or any part thereof but neglect it to the damage of the said Joseph one hundred and thirty pounds. the Plt. appears by Simeon Strong Esq. his attr. and the said Defts. tho three times publickly called to come into Court do not come but make default of appearance here Therefore it is Considered that the said Joseph do recover against the said William & William Junr. One hundred twenty and pounds four Shillings and Eleven pence of Lawful money Damages and Cost of suit taxd at Five pound nineteen Shillings and four pence, and now the said William & William Junr. come here by Caleb Strong Junr. Esqr. their attr. and Appeal from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire & for the Counties of Hampshire & Berkshire on the fourth Tuesday of Septembr. next and the Recognizors with Surties according to Law for the said Defts. prosecuting their appeal with effect as by the said Recognizance on file may be seen. —

Samuel Billing Junr. of Hardwick in the County of Worcester yeoman Plt. vs. Gershom Whitney of Ware in the County of Hampshire yeoman Deft. in a plea of the Case for that the D. Gershom at said Ware on the twenty ninth day of March Dr1773 by his note for value recivd promisd said Samuel to pay him or his Order five pounds three Shillings and eight pence Lawful money on demand with Lawful Interest for the same until paid. yet D. Gershom tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Samuel eight pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Gershom tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Gershom five pounds Six Shillings and three pence of Lawful money Damages and Cost of Court taxd at One pound Sixteen Shillings and Six pence, & thereof &c. &c. id. 24th. Sept. 1773.

Billing vs Whitney & al

Martin Kellogg of Amherst in the County of Hampshire yeoman Plt. vs. John Adams of said Amherst yeoman Deft. in a plea of the Case for that said John at said Amherst on the twenty ninth day of April Dr1773. by his Note of that date for value recivd promisd said Martin to pay him or his Order the sum of one pound eighteen Shillings Lawful money within six weeks from the same Date with Lawful Interest for the same till paid. Also for that said John at said Amherst on the same day and year by his other Note of the same Date for value recivd promisd the said Martin to pay him or his Order another sum of one pound Eighteen Shillings Lawful money within six weeks from the date of the same Note with Lawful Interest therefor until paid. — Also for that the said John at s. Amherst on the same day & year by his other Note for value recivd promisd s. Martin to

Kellogg vs Adams No. 94

Kellogg vs Adams No. 94 | to pay him another Sum of One pound Eighteen Shillings lawful money within Six weeks from the same date with lawful Interest for the same untill paid. also for that said John there on the same day and year by his other Note of the same date for value recived promised the said Martin to pay him or his Order another Sum of one pound Eighteen Shillings lawful money within Six weeks from the date of the same Note with lawful Interest for the same untill paid. also for that said John at P. Amherst on the same day and year by his other note of the same date for value recived promised the said Martin to pay him or his Order one pound eighteen Shillings lawful money within Six weeks from the same date with lawful Interest therefor untill paid. also for that said John at said Amherst on the same day and year by his other Note for value recived promised P. Martin to pay him or his Order one pound eighteen Shillings lawful money within Six weeks from the same date with lawful Interest for the same untill paid. ——

also for that said John at said Amherst on the same day and year by his other note of the same date for value recived promised P. Martin to pay him or his Order another Sum of one pound Eighteen Shillings lawful money within six weeks from P. date with lawful Interest for the same till paid. also for that the said John at said Amherst on the same day and year by his other note of the same date for value recived promised the said Martin to pay him or his Order another Sum of Thirty Eight Shillings lawful money within Six weeks from the same date with lawful Interest for the same untill paid. also for that P. John at said Amherst on the same day and year by his other note of that date for value recived promised the said Martin to pay him or his Order the Sum of forty one pounds & four Shillings lawful money within Six weeks from the same date with lawful Interest for the same untill paid. yet said John tho often requested hath never performed either of his P. promises but neglects it to the damage of the said Martin Sixty five pounds the Writ. appears by Return of Wm Strong Esq. his Att. and the said John tho three times publickly called to come in to Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Martin do recover against the said John fifty seven pounds Eighteen Shillings and three pence of Lawful money Damages and Cost of Court taxed at One pound fourteen Shillings and six pence. and thereof &c. Decem. A. D. 11th Sept. 1773.

Childs vs Hubbard No. 95 | Ebenezer Childs of Shelburne in the County of Hampshire Gent. Pltf. vs. Joseph Hubbard of Sunderland in s. County Gent. Deft. in a plea of the Case for that said Joseph at said Springfield on the tenth day of August A.D. 1765 by his note of that date for value recived promised said Ebenezer to pay him the Just Sum of one pound Eighteen Shillings Lawful money on demand with lawful Interest for the same untill paid. yet P. Joseph tho'

often requested hath never paid the same or any part thereof but neglects it to the damage of the said Ebenezer five pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Joseph tho' three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Ebenezer do recover against the said Joseph two pounds Sixteen Shillings and five pence of lawful money Damages and Cost of Suit taxed at One pound fifteen Shillings and ten pence &then &c. Exr. is. 24th. Sept. 1773.

Daniel Kellogg of Amherst in the County of Hampshire yeoman, Gardiner Kellogg yeoman and Moses Kellogg yeoman both of Hadley in s? County Exrs. of the last Will & Testament of Nathaniel Kellogg late of s? Hadley Gent. deced Plts. vs. Nehemiah Messenger of Egremont in the County of Berkshire Gent. Deft. in a plea that he render to the said Daniel Gardiner & Moses Eighty three pounds lawful money which from them he unjustly detains and whereon the s? Daniel Gardiner and Moses say that the said Nehemiah at s? Hadley on the thirteenth day of March A. D. 1752 & in the twenty fifth year of the Reign of George the second by their by his certain writing obligatory sealed with the Seal of the s? Nehemiah in Court to be produced acknowledged himself by the name of Nehemiah Messenger of Sheffield in s? County of Hampshire Husbandman) to stand firmly bound and obliged to the said Nathaniel the Testator (by the Name of Nathaniel Kellogg in the County of Province aforesaid Gent.) in the full and just Sum of eighty three pounds lawful money as aforesaid to be paid to him the said Nathaniel or to his Heirs or to his certain Attr. or to his Executors Admrs. or Assigns on demand. as said Daniel Gardiner and Moses say that the said Nehemiah hereafter required never paid the same or any part thereof to the said Nathaniel or his Attr. or his Assigns or either of them in his the said Nathaniels life time nor to the s? Exrs. nor to the Heirs of the said Nathaniel since his decease tho often requested thereto but neglects and refuses to do it to the damage of the said Plts. Eighty pounds. the Plts. appear by Simeon Strong Esq. their Attr. and the said Nehemiah tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Daniel Gardiner & Moses do recover against the said Nehemiah thirteen pounds four Shillings and nine pence of lawful money Debt — and Cost of Court taxed at two pounds one Shilling & six pence. &then &c. Exrs. is? 24th Sept. 1773.

Kellogg's vs Messenger No. 96

Jedediah Emmons of Greenwich in the County of Hampshire yeoman Plt. vs. Moses Taylor of Southfield in s? County yeoman Deft. in a plea of the Case for that said on was at s? Springfield on the fifteenth day of January A. D. 1773 by his Note for value received promised one Gideon Sawin to pay him or Order two pounds thirteen Shillings and four pence on demand. and afterwards to wit on the first day of Feby. in the same year the s? Gideon by his Indorsement in writing on the same Note with his own hand subscribed to wit at s? Springfield Ordered the Contents of the same Note then wholly due and unpaid to be paid to the said Jedediah for value received whereof s? Moses then and there had Notice and became Chargeable in Law to pay the Contents of the same Note to s? Jedediah according to the tenor of the same Note and of the s? Indorsement thereon and then and there in Consideration thereof promised the s?

Emmons vs Taylor No. 97

Emmons vs Taylor No. 97

said Jedediah to pay him the same accordingly yet said Mous the often requested hath never performed his s^d promise but neglects and refuses to do it to the damage of the said Jedediah five pounds. the Plt. appears by Simeon Strong Esq. his att^y and the said Maus tho' three times publickly called doth not come into Court but makes default of appearance here. Therefore it is considered that the said Jedediah do recover against the s^d Maus two pounds fifteen Shillings and five pence of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings & six pence. and thereof &c. Execon. is. 9th Sept^br. 1773.

Smith vs Fuller No. 98

Nathaniel Smith of Amherst in the County of Hampshire Physician Plt. vs. Shubael Fuller late of Montague in said County yeoman Deft. in a plea of the case for that said Shubael at said Amherst on the third day of July A.D. 1761 by his note of that date for value received promised s^d Nathaniel to pay him the sum of two pounds fifteen Shillings lawful money on or before the first day of June then next with the lawful Interest for the same till paid. yet said Shubael tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Nathaniel Eight pounds. the Plt. appears by Simeon Strong Esq. his att^y and the said Shubael tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered that the said Nathaniel do recover against the said Shubael four pounds fifteen Shillings and two pence of lawful money Damages and Cost of Court taxed at One pound Sixteen Shillings and two pence & thereof &c. Ex. is. 9th Sept^br. 1773.

Rice vs Burr No. 99

Timothy Rice of Pelham in the County of Hampshire yeoman Plt. vs. Ephraim Burr of Easton in the County of Bristol yeoman Deft. in a plea of the Case for that s^d Ephraim at said Pelham on the twenty second day of Septem^br. A.D. 1772 by his Note of that date for value recived promised said Timothy to pay him twelve pounds lawful money on demand with lawful Interest for the same untill paid. yet said Ephraim tho often requested hath never paid the same or any part thereof but neglects it to the Damage of the said Timothy fifteen pounds. the Plt. appears by Simeon Strong Esq. his att^y and the said Timothy tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Ephraim do recover against the said Timothy twelve pounds thirteen Shillings and eight pence of lawful money Damages and Cost of Court taxed at two pounds nine Shillings and four pence and thereof &c Execon. is. 9th Sept^br. 1773. —

Kellogg vs Bradley No. 100

Martin Kellogg of Amherst in the County of Hampshire yeoman Plt. vs. Daniel Bradley of Shutesbury in s^d County yeoman Deft. in a plea of the Case for that whereas the s^d Martin at said Amherst on the fifteenth day of Febry. A.D. 1773 had sold and delivered to said Daniel at his Special Instance and request five yards of Searsheir Cloth he the said Daniel then & there in

Consideration thereof promised said Martin to pay him so much money as the same Cloth was reasonably worth on demand and said Martin says the same Cloth was reasonably worth three pounds whereof the said Daniel then and there had notice. Yet said Daniel tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Martin four pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Daniel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Martin do recover against the said Daniel three pounds of lawful money Damages and Cost of Suit taxed at one pound Seventeen Shillings. the Plt. by his Attr. now acknowledges Satisfaction for the sum of forty eight Shillings in part of the sum awarded for Damages, and execution is for the residue Septembr 2 9th 1773. —

Bwerly vs Adams No. 101

John Bwerly of Johnston in the County of Providence and Colony of Rhodes Island Gent. Plt. vs. John Adams 2d Amherst in the County of Hampshire yeoman Deft. in a plea of the Case for that said Adams at said Amherst on the eighth day of June D. 1773. by his note of that date for value recvd promised said John Bwerly to pay him or his order the sum of ninety pounds Eighteen Shillings lawful money within one month from the same date with lawful Interest for the same until paid. Also for that the said John Adams at said Amherst on the same day and year by his other note of that date for value recvd promised said John Bwerly to pay him the value of one pound twelve Shillings lawful money in Leather (meaning Deer Leather) at the Cash price within one month from the same date. yet said John Adams tho often requested hath never performed either of his s. promises but neglects it to the damage of the said Bwerly one hundred pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said John Adams tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said John Bwerly do recover against the said John Adams Ninety three pounds Eleven Shillings and one penny of lawful money Damages and Cost of Court taxed at two pounds Eleven Shillings and six pence and thereof he may have his Exon. Execut. issued Septembr 11th 1773. —

Chamberlain vs Hill No. 102

Ithamer Chamberlain of Chesterfield in the County of Chester and Province of New Hampshire yeoman Plt. vs. Job Hill of Douglas in the County of Worcester yeoman Deft. in a plea of the Case for that said Job at said Springfield on the Seventh day of May. Anno by his note of that date for value recvd promised said Ithamer to pay him or his order the value of ten pounds lawful money in Cattle or Sheep within three years from the date of the same Note with the lawful Interest of the same Sum until paid. and the said Ithamer says he was always ready to receive the same Cattle & Sheep. Yet the said Job tho often requested hath never paid the same or any part thereof nor ever performed his said promise but neglects it to the damage of the said Ithamer fourteen pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Job tho three times publickly called to come into Court doth not come but

Chamberlain vs Hill No. 102

but makes default of appearance where. Therefore it is considered by the Court that the said Chamberlain do recover against the said Job twelve pounds of lawful money Damages and Cost of Court taxed at two pounds fourteen Shillings and six pence — and thereof he may have his Execn. Execn. is. 4th. Septr. 1773.

Pierce vs Nurse No. 103

David Pierce of New Salem in the County of Hampshire yeoman Plt. vs. Timothy Nurse of Rutland District in the County of Worcester yeoman Deft. in a plea of the case for that said Timothy at said Springfield on the eighth day of December A.D. 1772 by his Note of that date for value received promised said David to pay him or his order the Sum of five pounds lawful money within Six months from the date of the same to which lawful Interest for the same until paid. yet said Timothy tho' often requested hath never paid the same or any part thereof but neglects it to the damage of the said David Eight pounds. — the Plt. appears by Simeon Strong Esq. his Attt. and the said Timothy tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said David do recover against the said Timothy five pounds four Shillings and four pence of lawful money Damages and Cost of Court taxed at two pounds eight pence and thereof &c. Execn. is. 29th September 1773. —

Billings vs Collings No. 104

Samuel Billings Junr. of Hardwick in the County of Worcester yeoman Plt. vs. Richard Collings of Granby in the County of Hampshire yeoman Deft in a plea of the Case for that said Richard at said Springfield on the twentieth day of January A.D. 1772 by his note of that date for value received promised the said Samuel to pay him or his Order twelve pounds lawful money within one year from the same date with lawful Interest for the same till paid. yet said Richard tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Samuel four ten pounds. the Plt. appears by Simeon Strong Esq. his Attt. and the said Richard tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered that the said Samuel do recover against the said Richard ten pounds one Shilling & ten pence of lawful money Damages and Cost of Court taxed at two pounds and ten pence, and thereof &c. Execn. is. 29th Septr. 1773. —

Ellis vs Thomson No. 105

Richard Ellis of Colerain in the County of Hampshire yeoman Plt. vs. James Thomson of Colerain aforesd. yeoman Deft. in a plea of the Case for that said James at said Springfield on the twentieth day of May A.D. 1771 by his Note of that date for value received promised said Richard to pay him Six hundred weight of good Salts (meaning Salts of Lobes) worth twenty four Shillings by the hundred on demand with lawful Interest for the value of the same Salts until paid. and said Richard says he was always ready to receive the same Salts of the said James. yet said James tho often requested to wit on the same day & year at said Colerain hath never performed his said promise but neglects it to the damage of the said Richard nine pounds. the Plt. appears

by Simeon Strong Esq. his Attr. and the said James tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Richard do recover against the said James five pounds and three Shillings of lawful money Damages and Cost of Court taxed at two pounds five Shillings and five pence. and thereof he may have Execn. Execn. is. 24th. September. 1793.

John Field of Amherst in the County of Hampshire Gent. Plt. vs. Moses Taylor yeoman Reuben Taylor yeoman and Oliver Taylor yeoman all of South Hadley in said County Defts. in a plea of the Case for that said Moses Reuben and Oliver at said Amherst on the twelfth day of January Anno Dom. 1793 by their note of that date for value recd promised one Solomon Bottwood to pay him or his order Six pounds twelve Shillings Lawful money on or before the twenty fifth day of May then next with Lawful Interest for the same till paid. and afterwards to wit on the first day of June last past the said Solomon at said Amherst by his Indorsement in writing on said note with his own hand Subscribed ordered the Contents of the same note then wholly due & unpaid to be paid to the said John for value received, whereof the said Moses Reuben and Oliver then and there had notice and so became Chargable in Law to pay the Contents to said John according to the tenor of the same Note and of said Indorsement thereon. and then and there in Consideration thereof promised said John to pay him the same accordingly. yet said Moses Reuben, and Oliver tho often requested have never paid the Contents of said note or any part thereof but neglect it to the damage of said John Eight pounds. this Plt appears by Simeon Strong Esq. his Attr. and the said Defts. tho three times publickly called to come into Court do not come but make default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Moses, Reuben, and Oliver Six pounds Seventeen Shillings and two pence of lawful money Damages and Cost of Court taxed at One pound fifteen Shillings and two pence, and thereof he may have his Execn. Execn. is. 24th. September. 1793.

Field vs Taylor & al. No. 106

Joseph Hosmer of Greenwich in the County of Hampshire Gent. Plt. vs. David Town of Belchertown in said County yeoman Deft. in a plea of the Case for that said David of Greenwich on the Seventh day of September Instt. by his note of that date for value recd promised one Garner Wright to pay him or his order nine pounds lawful money on demand with lawful Interest for the same till paid. and afterwards to wit on the first day of May last past the said Garner at said Greenwich by his Indorsement in writing on the same note with his own proper hand Subscribed ordered the Contents of the same note then wholly due and unpaid to be paid to the said Joseph for value received whereof the said David then and there had notice and so became chargable in Law to pay the said Contents to said Joseph according to the tenor of the same note and of the said Indorsement thereon and then and there in Consideration thereof promised said Joseph to pay him the same accordingly. yet the said David tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Joseph twelve pounds. this Plt. appears by Simeon-

Hosmer vs Town No. 107

Hooker vs Town No. 107

Simeon Strong Esq. his Attr. and the said David tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Joseph do recover against the said David nine pounds ten Shillings and eight pence of lawful money Damages & Costs of Court taxed at one pound fourteen Shillings and thereof he may have his Execn. Execn. is? 29th September 1773.

Smith & Field & Field No. 108

Phinehas Smith of Granby in the County of Hampshire yeoman Plt. vs. John Field Gent. and Thomas Hastings yeoman both of Amherst in said County Defts. in a plea of the Case for that the said John and Thomas at said Amherst on the twenty seventh day of January A.D. 1773 by their Note under their hands all of that date for value recivd promised the said Phinehas by each and every one of said Notes to pay him & them distinct and different Sums of thirty eight Shillings. that is to say thirty eight Shillings by each of said Notes on demand with the lawfull Interest for the same untill paid. also for that said John & Thomas at said Amherst on the same day and year by their other Note of that date for value recivd promised said Phinehas to pay him one pound five Shillings & ten pence lawful money on Demand with lawful Interest for the same untill paid. yet? John and Thomas tho' often requested have never paid the Contents of s? Notes or any of them or any part thereof but neglect it to the damage of the said Phinehas twenty eight pounds. — the Plt. appears by Simeon Strong Esq. his Attr. and the said John & Thomas tho three times publickly called to come into Court do not come but make default of appearance here. Therefore it is Considered by the Court that the said Phinehas do recover against the said John and Thomas twenty three pounds of lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and thereof he may have his Execn. — Execn. is? 29th September 1773. —

Wear vs Aldrich No. 109

Adam Wear of New Salem in the County of Hampshire yeoman Plt. vs. Silas Aldrich of New Salem aforesaid yeoman Defft. in a plea of the Case for that said Silas at said New Salem on the Eleventh day of June A.D. 1772 by his Note of that Date for value recivd promised said Adam to pay him or his Order Sixty three pounds lawful money within Six months from the same date with lawful Interest for the same untill paid. yet said Silas tho often requested hath never paid the same or any way performed his said promise but neglects it to the damage of the said Adam Twenty pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Silas tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Adam do recover against the said Silas forty six pounds ten Shillings and four pence of lawful money Damages and Cost of Court taxed at one pound nineteen Shillings and ten pence and thereof he may have his Execn. Execn. is? 29th September 1773. —

Field vs Goardy No. 110

David Field of Deerfield in the County of Hampshire Gent. Plt. vs. Reuben Goardy of Montague in s? County Defft. in a plea of the Case for that the said Reuben at s? Deerfield on Seventeenth

day of March last past by his Note for value rec'd of that date promis'd the said David to pay him two pounds one Shilling & three pence one farthing on demand with Interest for the same until paid. yet the said Reuben tho' often thereto requested hath never paid the Contents of said Note nor any part thereof but he unjustly neglects and wholly refuses to do it to the damage of the said David four pounds. the Plt. appears by Samuel Field Gent. his Att'. and the said Reuben tho' three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered that the said David do recover against the said Reuben two pounds two Shillings and five pence of lawful money Damages and Cost of Court taxed at two pounds one Shilling and two pence & thereof &c. Execn. is: 12th Jan'y 1774.

David Field of Deerfield in the County of Hampshire } Field
gent. Plt. vs. Isaac Crittenden of Ashfield in said County yeoman } vs.
Deft. in a plea of the Case for that the said Isaac at Deerfield aforesaid } Crittenden
on the ninth day of August 1772 by his Note of that date for } No. 111
value rec'd promis'd the said David to pay him the sum of
two pounds and ten Shillings on demand with Interest for the
same until paid. yet the said Isaac tho' often thereto requested
hath never paid the Contents of said note nor any part thereof but
he unjustly neglects & refuses to do it to the damage of the said David
five pounds. the Plt. appears by Samuel Field Gent his Att'. and the said
Isaac tho' three times publickly called to come into Court doth not
come but makes default of appearance here. Therefore it is Considered that the said David do recover against the said Isaac two pounds thirteen Shillings and three pence of lawful money Damages and Cost of Court taxed at two pounds & thereof &c. Ex. is: 12th Jan'y 1774.

Noah Allen of Greenfield in the County of Hampshire } Allen
yeoman Plt. vs. Elisha Wells of Greenfield aforesaid yeoman Deft. in a } vs.
plea of the Case for that the said Elisha at Springfield aforesaid on } Wells
the ninth day of August Current by his Note for value rec'd of that } No. 112
date promised the said Noah to pay him fifteen pounds nineteen Shillings & Eight pence on demand with Interest for the same until paid. yet the said Elisha tho' often thereto requested hath never paid the contents of said note nor any part thereof but he neglects to do it to the damage of the said Noah twenty pounds. the Plt. appears by Samuel Field Gent. his Att'. and the said Elisha tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Noah do recover against the said Elisha sixteen pounds one Shilling & nine pence of lawful money Damages & Cost of Court taxed at two pounds one Shilling & Six pence & thereof &c. Execn. is: 12th Jan'y 1774

Simeon Dewey of Springfield in the County of Hampshire } Dewey
yeoman Plt. vs. Eleazer Bellows Late of Somers in s'd County yeo- } vs
man and Beriah Swallard of s'd Somers yeoman Deft's in a plea of the } Bellows &c
Case for that said Eleazer and Beriah at said Springfield on the first } No. 113
day of April last past were Justly Indebted to said Simeon in the
sum of six pounds four Shillings and Six pence lawful money
for divers Wares and Merchandizes there before that time sold and
delivered by said Simeon to said Eleazer and Beriah at their request
and in Consideration thereof said Eleazer and Beriah then and there

Dwight vs Billows & No 113

there promised said Simeon to pay him the same sum on demand Also for that whereas the said Simeon had then before that time sold & delivered said Eleazer & Beriah divers other Wares and Merchandizes at their request and had there before that time done and performed for them the said Eleazer and Beriah certain work and Labour at their request in Consideration thereof said Eleazer and Beriah then and there promised said Simeon to pay him for said Wares and Merchandizes last mentioned & for said Work and Labour so much money as he the said Simeon reasonably deserved to have for the same Work & Labour & as the said Wares and Merchandizes last mentioned were reasonably worth on demand & the said Simeon in fact says d. Wares & Merchandizes last mentioned were reasonably worth & did that reasonably deserved to have for the said Work and Labour both together one other sum of six pounds four Shillings and six pence whereof the said Simeon then and there paid the said Eleazer and Beriah notice yet said Eleazer & Beriah or either of them tho often there to requested have not paid said Simeon either of said sums or any penny thereof but neglect so to do to the damage of the said Simeon & therein [illegible] pounds. the Pltf. appears by Mans Bliss Esq. his Attr. and moves that this action may be continued the Deft. Billows not having been in the Province since the service of the Writ. and it is Considered that the s. Parties do have a day before the Lord the King here until the Second Thursday of Novemb. next following said last Thursday of August afors.

Pynchon & al vs Patrick No 114

Charles Pynchon Physician Joseph Lathrop Eliz. and Elizabeth Dwight Gentlewoman all of Springfield in the County of Hampshire Pltfs. vs. James Patrick of said Springfield yeoman Deft. in a plea of Trespass on the Case for that said James at s. Springfield on the fifteenth day of May 1772 by his Note under his hand of that date for value rec'd promised said Charles, Joseph and Elizabeth to pay them or their Order seven pounds lawful money on demand with lawful Interest for the same till paid. yet said James tho often thereto requested hath not paid s. Charles, Joseph, or Elizabeth or either of them the same sum or any penny thereof or said Interest but hitherto hath & still neglects & refuses to pay them the same to the damage of the said Charles, Joseph & Elizabeth Eight pounds. the Pltfs appear by Mans Bliss Esq. their Attr. and the said James tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered that the said Charles, Joseph, and Elizabeth do recover against the said James seven pounds ten Shillings & six pence of lawful money Damages & Costs of Court taxed at one pound four Shillings & six pence and thereof they may have their Execution. Execution issued 10th September 1773.

Dwight vs Burbank No 115

Jonathan Dwight of Springfield in the County of Hampshire yeoman Pltf. vs. James Patrick of Springfield afors. yeoman Deft. in a plea of the Case for that said James at said Springfield on the first day of June last past was justly indebted to said Jonathan in the Sum of three pounds thirteen Shillings

and one penny halfpenny lawful money according to the dat. to the Writ annexed and then and there in Consideration thereof promised said Jonathan to pay him the same sum on demand. Also for that whereas the sd. Jonathan had there before that time sold and delivered said James at his request divers other Wares and Merchandizes in Consideration thereof said James then at said Springfield on the same first day of June last promised said Jonathan to pay him for the same Wares and Merchandizes last mentioned so much money as they were reasonably worth on demand and the said Jonathan in fact says the same Wares & Merchandizes last mentioned were reasonably worth one other sum of three pounds thirteen Shillings and one penny halfpenny whereof he the said Jonathan then and there gave the said James notice. yet the said James tho' often thereto requested hath not paid said Jonathan either of said Sums or any penny thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Jonathan eight pounds. the Plt. appears by Moses Bliss Esq. his Att.y and the sd. James tho' three times publickly called to come in to Court does not come but makes default of appearance here. Therefore it is considered by the Court that the said Jonathan do recover against the said James three pounds thirteen Shillings and one penny two farthings of lawful money Damages and Cost of Court taxed at one pound four Shillings and six pence and thereof he may have his Execution. . . . . Execution is.d 13th September 1773.

Silas Bliss of Wilbraham in the County of Hamps: shire yeoman Plt. vs. Abner Loomis of Palmer in said County yeoman Deft. in a plea of the Case for that said Abner at said Wilbraham on the twenty sixth day of Octob.r last past by his Note of that date for value received promised said Silas to pay him two pounds ten Shillings lawful money on or before the first day of April then next with lawful Interest for the same till paid. yet said Abner tho' often thereto requested hath not paid said Silas the same but ought and refuses to pay him the same to the damage of the said Silas three pounds. the Plt. appears by Moses Bliss Esq. his Att.y and the said Abner tho' three times publickly called to come into Court comes not but makes default of appearance here. Therefore it is considered that the said Silas do recover against the said Abner two pounds twelve Shillings and six pence of lawful money Damages and Cost of Court taxed at one pound nine Shillings. and thereof he may have his Execution. Execution is.d 21st September 1773.

Bliss vs Loomis No. 116

Joseph Pomeroy of Suffield in the County of Hampshire yeoman Plt. vs. James Phillips of Springfield in said County yeoman Deft. in a plea of the Case for that said James at said Springfield on the eighth day of December A.D. 1769 by his note under his hand of that date rec.d he received promised said Joseph to pay him twelve pounds lawful money by the first day of May then next with lawful Interest for the same till paid. yet said James tho often thereto requested hath not paid said Joseph the same but neglects and refuses to pay him the same to the damage of the said Joseph twelve pounds. the Plt. appears by Moses Bliss Esq. his Att.y and the said James tho three times publickly called doth not come but makes default of appearance here. Therefore it is considered that the said Joseph do recover against the said James four pounds thirteen Shillings and nine pence of lawful money Damages & Cost of Suit taxed at one pound 7/3 and thereof &c. Execution is.d 4th September 1773.

Pomeroy vs Phillips No. 117

Talcott vs Gaylord No. 118

Samuel Talcott the younger of Hartford in the County of Hartford and Colony of Connecticut Shopkeeper Pltf. vs. Elizabeth Gaylord Lady of South Hadley in said County of Hampshire in yeoman Deft. in a plea of the Case for that the said Elizabeth at H. Springfield on the thirteenth day of July Dom. by his note of that Date to value received promised said Samuel to pay and deliver him three pounds fifteen shillings lawful money worth of good Flax sid at the Rate of Six Shillings by the Bushel on the month of Octobr then next and if not then paid or delivered also to pay him the Lawful Interest of the same Sum from thence till paid. and said Samuel says he has been always ready to receive said Flax sid of the said Elizabeth and particularly throughout the whole of s. month of Octob. aforesaid to wit at said Springfield yet said Elizabeth tho often thereto requested hath not paid or delivered s. Samuel the same or any part thereof or anyways performed his said promise but neglects it to the damage of the said Samuel four pounds. the Pltf. appears by Moses Bliss Esq. his Attr. and the said Elizabeth being three times publickly called doth not come but makes default of appearance her Therefore it is Considered that the said Samuel do recover against the said Elizabeth three pound Eighteen Shillings of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and Eight pence & thereof &c. Exc. is. 24th Sept. 1773.

White Ux. vs Millers Extrs. No. 119

Joel White Esq. of Bolton in the County of Hartford and Colony of Connecticut & Eunice his Wife who was lately Eunice Ely Pltfs. vs. Martha Miller of Springfield in the County of Hampshire Widow Executrix of the Last Will and Testament of John Miller the third late of s. Springfield deceas'd Deft. in a plea of Covenant broken for that whereas the s. John Miller in his life time at Springfield aforesaid on the twenty day of January Dom. 59 by his certain Deed Poll under his hand & seal of that date with executed & duly prov'd according to the form of the Statute in such Case made and provided & Registred in the Registry of Deeds for said County of Hampshire aforesaid in Consideration of the Sum of thirty five pounds Lawful money of the Province of the Massachusetts Bay by her the said Eunice she being then Femme sole and unmarried by the name of Eunice Ely of s. Springfield Gentlewoman was to him the said John Miller well & truly paid. the receipt whereof he thereby acknowledg'd. fully & Absolutely Granted Bargained sold and conveyed unto her the said Eunice her Heirs and Assigns forever one certain Tract or parcel of Land lying being in said Springfield on the West side of the Great River so called in the Innward commons so called being a Home Lot so called containing Sixty three Acres bounded & described as follows to wit beginning at the Northwest Corner of a Lot laid out to Francis Stebbins now deceas'd by a highway thence the Line thereof Running North ten degrees East fifty one Rods. then East two hundred & one Rods then South thirteen degrees West by Land left for a Road fifty one Rods then West one hundred & ninety eight Rods to the first boundary to have and to hold the same to her the said Eunice her Heirs and Assigns forever to her and their own use. and the said John Miller by his Deed aforesaid did then & there

for himself his Heirs Executors and Administrators Covenant promise and grant to and with the said Eunice her Heirs and Assigns forever more by other things that before and untill the Ensealing hereof he the said John miller was the true sole and proper lawful owner and possessor of the said granted and Bargained Premises and had good right, full power, and lawful authority to grant Bargain sell and convey the same as aforesaid and that free and Clear of all encumbrances whatsoever the same was in Court to be produced as by the appears. and the said Isaac and Eunice say that in fact at the time of making said Deed of Conveyance as from the said John miller to her the said Eunice and at this making and entering into the Covenants aforesaid with her the said Eunice in manner and form as aforesaid the said John miller was not the true, sole, proper, and lawful owner and Possessor of the Tract or parcel of Land above discribed neither had he the said John miller then or ever afterwards any good right, power, or lawful authority to grant, Bargain, sell, or convey the same to her the said Eunice in manner and form aforesaid by means whereof he the said John miller his Covenants aforesaid hath broken & the same hath not kept neither hath the said martha Edwin as aforesaid ever kept the same Covenants since the death of the said John miller. and thro the default of the said of him the said John by means whereof the said Isaac & Eunice say they are not only liable and subject to great damages & Charges but to loose the whole value of s^d. Land and whereby each of Covenants aforesd. are to the damage of the said Isaac and Eunice fifty pounds. the Parties appear and Refer this Action &c unto the final determination and Award of Joseph Hawley Esq. Caleb Strong Gent. and John Phelps Gent^r. or any two of them to whom the same is referred upon the merits and rendered into this Court as soon as may be and that the same may be Continued and the said Parties have a day accordingly untill the first Tuesday of November next following said last Tuesday of August aforesd.

Jonathan Dwight of Springfield in the County of Hampshire yeoman Pltf. vs. Luke Day late of s^d. Springfield yeoman Deft. in a plea of the Case for that said Luke at said Springfield on the seventh day of March A^d 1769 by his note of that date for value received promised said Jonathan to pay him or his order forty nine Shillings and nine pence two farthings lawful money on demand with lawful Interest for the same till paid yet said Luke tho often thereto requested hath not paid said Jonathan the said sum or any penny thereof or said Interest but hitherto hath and still doth refuse and refuse to pay said Jonathan the same to the damage of the said Jonathan three pounds. the Pltf. appears by Moses Bliss Esq. & all and the said Luke tho three times publickly called to come into Court does not but makes default of appearance here. Therefore it is considered that the said Jonathan do recover against the said Luke forty pounds thirteen Shillings and two farthings of lawful money debt and Cost of Court taxed at one pound four Shillings and nine pence and thereof he may have his Execution. Exec^n. is^d 21th Septem^r. 1769.

Dwight vs Day No. 120

Jonathan Dwight of Springfield in the County of Hampshire Shoemaker Pltf. vs. Joseph Sikes of Westbrahams in said County yeoman Deft. in a plea of the Case for that said Joseph at s^d. Springfield on the seventh day of August last past by his Note of that date for value received promised said Jonathan to pay

Idem vs. Sikes No. 121

Dwight vs Sikes No. 121

pay him or his Order Eight pounds thirteen Shillings and Eleven pence Lawful money on demand with Lawful Interest for the same till paid. yet said Joseph tho' often thereto requested hath not paid said Jonathan the same Sum or any penny thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Jonathan nine pounds ten Shillings.— the Plt. appears by Moses Bliss Esq. his Atty. and the said Joseph tho' three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Jonathan do recover against the said Joseph nine pounds six Shillings and two pence of Lawful money Damages & Cost of Court taxed at one pound five Shillings and two pence. — and the said may have his Execution. &c. Action. in. 24th. Septemb. 1773.

M. Sweany vs Hitchcock No. 122

Dennis Mt. Sweany of Palmer in the County of Hampshire yeoman Plt. vs. Silas Hitchcock of Wilbraham in said County yeoman Deft. in a plea of the Case for that said Silas at said Springfield on the fifth day of Octob. A.D. 1771 by his note of that date for value recd. promised S. Dennis to pay him six pounds fifteen Shillings Lawful money on or before the first day of Octob. then next and after that time the Lawful Interest of the Sum from time till paid. yet said Silas tho' often thereto requested hath not paid S. Dennis the same Sum or any penny thereof or the Lawful Interest thereof but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Dennis four pounds. the Plt. appears by Moses Bliss Esq. his Atty. and the said Silas being three times publickly called doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Dennis do recover against the said Silas three pounds fifteen Shillings and seven pence of Lawful money Damages and Cost of Court taxed at one pound eleven Shillings & 8d. &c. Action. in. 24th. Septemb. 1773.

Ledyards Exr. vs Moore No. 123

Ebenezer Ledyard Shopkeeper & William Ledyard Shopkeeper both of Groton in the County of New London and Colony of Connecticut Executors of the Last Will and Testament of John Ledyard Esq. Lately of Hartford in the County of Hartford & Colony aforesaid deced. Plts. vs. Simon Moore Lately of Southbury in said County of Hampshire yeoman Deft. in a plea of the Case for that said Simon at Hartford to wit in Springfield aforesd. on the thirtieth day of June A.D. 1769 by his note of that date for value recd promised said John Ledyard then living to pay and deliver him Eight pounds Lawful money worth of Wheat or Rye at the prices Merchants should give for such Grain at said Hartford to be delivered at his the said John's Dwelling house in said Hartford the fall of the year then next ensuing meaning the autumn next after the date of said note. and the Plts. in fact say that said John in his life time was always ready to receive the same Wheat and Rye or either of them at his s. Dwelling House to wit in said Springfield throughout the whole of s. fall of the year & autumn next after the date aforesd. of s. note. yet s. Simon tho' often thereto requested hath not paid or delivered said Wheat—

or Sept or either of them either to said Edmr in his life time or to the Pltfs since his death or any ways performd his said promise but neglects and refuses & to do to the damage of the said Ebenezer and William twelve pounds. the Pltfs appear by Moses Bliss Esq. their Attr and the said Simon tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the s. Ebenezer and William the Plaintiffs do recover against the said Simon ten pounds six ten Shillings of lawful money Damages & Costs of Court taxd at two pounds five Shillings & 6d penl. and thereof they may have their Execn. Execn. is. 24th. September 1773.

Robert Harris of Springfield in the County of Hampshire Gent. Pltf vs. Thomas Hamouth of s. Springfield yeoman Deft. in a plea of the Case for that said Thomas at said Springfield on the fourth day of May Dr 72 by his Note under his hand of that date for value recvd promisd said Robert to pay him or his order five pounds three Shillings and four pence lawful money on demand with lawful Interest for the same till paid yet said Thomas tho often thereto requested hath not paid said Robert the same Sum or any penny thereof or said Interest but hitherto hath and still neglects and refuses to pay him the same to the damage of the s. Robert Seven pounds. the Pltf. appears by Moses Bliss Esq. his Attr and the said Thomas tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Robert do recover against the said Thomas five pounds Eleven Shillings and Eight pence of lawful money damages and Cost of Court taxed at one pound three Shillings and Six pence and thereof &c. Execn. is. 24th. September 1773.

Harris vs Hamouth No. 124

Robert Harris of Springfield in the County of Hampshire Gent. Pltf vs. Silas Hitchcock of Willbraham in s. County yeoman Deft. in a plea of the Case for that said Silas at s. Springfield on the Sixteenth day of August Dr 768 by his Note of that date for value recvd promisd said Robert to pay him or his Order four pounds twelve Shillings lawful money within ten days after the date of s. Note with lawful Interest for the same till paid. yet said Silas tho often thereto requested hath not paid said Robert the same or any penny thereof but neglects and refuses to pay him the same to the damage of the said Robert Eight pounds. the Pltf. appears by Moses Bliss Esq. his Attr and the said Silas tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Robert do recover against the said Silas five pounds nineteen Shillings and nine pence of lawful money Damages and Cost of Court taxd at one pound five Shillings and two pence and thereof &c. Execn. is. 24th September 1773.

Ellers vs Hitchcock No. 125

Joseph Pease of Suffield in the County of Hampshire Shoemaker Pltf vs. James Phillips of Springfield in s. County yeoman Deft. in a plea of the Case for that said James at said Springfield on the third day of May last past by his Note of that date for value recvd promisd said Joseph to pay him two pounds Eight Shillings

Pease vs Phillips No. 126

Rose vs Phillips No. 126

Shillings lawful money on demand with Interest till paid. yet said James the offender thereto requested hath not paid said Joseph the same but neglects so to do to the damage of the said Joseph, Eleven pounds the Pltf. appears by Moses Bliss Esq. his Attr. and the said James tho' three times publickly called doth not come into Court but makes default of appearance wherefore it is considered that the said Joseph do recover against the said James Eleven pounds twelve Shillings and four pence of lawful money Damages and Cost of Court taxed at One pound six Shillings and Eleven pence and thereof he may have his Execution. &c. 24th. Septembr. 1773.

Stebbins vs Chapin Jnr. No. 127

Thomas Stebbins yeoman & Joseph Stebbins Joiner both of Springfield in the County of Hampshire Plffs. vs. Abner Chapin Junr. of Wilbraham in said County yeoman Deft. in a plea of the Case for that said Abner at said Springfield on the twelfth day of August last past by his note of that date for value received promised said Thomas and Joseph to pay & deliver them Six pounds fifteen Shillings lawful money worth of grain at the market price by the first day of January then next after the date of said Note and the Plffs. say they have been always ready to receive said Grain of the said Abner yet the said Abner tho often thereto requested hath not paid or delivered the said Thomas and Joseph or either of them the same grain or any part thereof or any ways performed his said promise but neglects and refuses so to do to the damage of the Pltfs. Eight pounds. the Plffs. appear by Moses Bliss Esq. their Attr. and the said Abner tho' three times publickly called doth not come into Court but makes default of appearance wherefore it is Considered by the Court that the Pltfs. Thomas & Joseph do recover against the said Abner Six pounds nineteen Shillings and five pence of lawful money Damages and Cost of Court taxed at One pound five Shillings and four pence and thereof they may have Execution. Execution. &c. 24th. Septr. 1773.

Wilmot vs Sprague No. 128

William Wilmot of the City County & Colony of New York Merchant Pltf. vs. Nathan Sprague lately of Deerfield in the County of Hampshire yeoman Deft. in a plea of the Case for that whereas the said Nathan at a place called Pittsfield in Springfield aforesaid on the Eighteenth day of Febry last past by his Note of that date for value received promised one James Easton to pay him or his Order five pounds Seven Shillings and nine pence lawful money on demand with Interest meaning the lawful Interest thereof till paid. and afterwards to wit on the Seventeenth day of July last past at said Pittsfield to wit in Springfield aforesaid the said James by his Indorsement in writing on s? Note ordered the payment of the Contents of said note being then wholly due and unpaid to be made by the said Nathan to the said William for value receivd. of him of all which the said Nathan then and there Instantly had notice and so became Chargeable and Liable to pay the same to the said William according to the tenor of s? note and Indorsement in Consideration thereof the said Nathan then and there promised

the said William to pay him the same accordingly on demand. yet the said Nathan tho often thereto required hath never paid the same or any penny thereof but neglects it to the damage of the said William. seven pounds. the Plt. appears by Mans Bliss Esq. his Attr. and the said Nathan tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered by the Court that the said William do recover against the said Nathan five pounds Eleven Shillings and three pence lawful money Damages and Cost of Court taxed at two pounds four Shillings and ten pence and thereof he may have his Execn? ——— Execn. is. 24th. Septembr. 1773.

Richard Larabee of Litchfield in the County of Hampshire yeoman Plt. vs. Joseph Brown of Chesterfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Joseph at said Springfield on the twenty day of Feby. 1772 by his note of that date for value received promised the said Richard to pay him four pounds and one Shilling lawful money by the first day of November then next after the date of s.d note. which s.d first day of November is long since past. yet the said Joseph tho often requested hath never paid the same or any penny thereof but he hitherto hath and still wholly neglects to pay the same to the damage of the said Richard five pounds. the Plt. appears by Mans Bliss Esq. his Attr. and the said Joseph tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Richard do recover against the s.d Joseph four pounds five Shillings and two pence of lawful money Damages and Cost of Court taxed at two pounds three Shillings and ten pence and thereof &c. Execn. is. 24th. September 1773.

Larabee vs Brown No. 129

Seth Wales of Norwich in the County of New London and Colony of Connecticut yeoman Plt. vs. Daniel Gray of Springfield in the County of Berkshire yeoman Deft. in a plea of trespass on the Case for that whereas the said Daniel at aforesaid Norwich in Springfield aforesaid on the sixteenth day of Octob.r A.D. 1771 by his note of that date for value received promised the s.d Seth to pay him the Sum of thirty pounds & Eight pence lawful money at or before the twenty fifth day of Decemb.r which was then to be in the year 1772 with Interest meaning the lawful Interest thereof to be paid. and the said Seth saith that s.d twenty fifth day of Decemb.r aforementioned is long since past. yet the said Daniel tho often thereto required hath never paid the same or any penny thereof but he wholly neglects it to the damage of the said Seth forty pounds. the Plt. appears by Mans Bliss Esq. his Attr. and the said Daniel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Seth do recover against the said Daniel thirty three pounds Eight Shillings and ten pence of lawful money Damages and Cost of Court taxed at two pounds nine Shillings and ten pence and thereof he may have his Execn. ——— Execn. is. 24th. Septembr. 1773.

Wales vs Gray No. 130

Whereas Samuel Stewart of Williamstown in the County of Berkshire yeoman by the Justices of the Inferiour Court of Common Pleas held for and within the County of Hamp-

Stewart vs Wm. Wheeler No. 131

Stewart
vs
Mr. Worter
No. 131

Hampshire at Northampton on the third Tuesday of Novemb.r. D.r 1772
in the thirteenth year of his Majesty's Reign, by the Commission of said Inferiour Court recovered against John Hall late of Williamstown aforesaid now resident at Greenwich in the County of Hampshire yeoman the Sum of nineteen Pounds fifteen Shillings and seven pence lawful money Damages and also seven pounds fifteen shillings and Eight pence like money for Costs and Charges by him about his Suit in that behalf expended whereof the said John is Convict as appears of Record and also Judgment by the said rendered & afterwards to wit on the twenty fifth day of the same November he the said Samuel sued out the Kings Writ of Execn. in due form of Law of that date upon the Judgment aforesaid against him the said John Hall directed to the Sheriff of the County of Hampshire his under Sheriff or Deputy, which s.d Execn. afterwards on the same day at said Springfield he the said Samuel committed and delivered to Solomon Boltwood then and there being a Deputy Sheriff under Solomon Goddard Esq. Sheriff of s.d County of Hampshire to be by him serv.d executed, and returned according to Law but he the said John Hall wholly avoided and could not be found or his Body taken to Satisfy said Execn. and afterwards to wit at the Inferiour Court of Common Pleas holden at Northampton within & for said County of Hampshire on the third Tuesday of Feb.y last past to which Court the same Execn. was returnable he the s.d Solomon Boltwood Deputy Sheriff as aforesaid made due return of the same Execn. & that he could not find either the Goods, Estate or Body of the said John Hall within his Precinct as appears of Record And whereas John M.c Worter of Greenwich aforesd. yeoman after the suing out the Original Writ of Attachment whereupon the Judgment aforesaid was rendered against the s.d John Hall was Bail and Surety for the s.d John Hall not only for his the s.d John Halls appearing at Court to which said Original Writ was returnable but also for his abiding doing and performing the Judgment of the same Court thereon as by the Bond of the s.d John M.c Worter in Court to be produced bearing date the twenty first day of August last sealed with his seal and well executed manifestly appears, whereof the s.d Samuel hath Supplicated the thing to provide remedy for him in that Behalf. Now to the end that Justice may be done it is Commanded to be made known unto s.d John M.c Worter aforesaid who was Bail & Surety for the said John Hall as aforesaid that he appear here &c to shew cause if any he have wherefore the said Samuel ought not to have Execn. against him the s.d John M.c Worter for his damage and Costs aforesd. &c the Plt. appears by Moses Bliss Esq. his Att.y and the said John M.c Worter comes into Court and brings here John Hall for whom he was Bail and prays the said John Hall may be taken into Custody of Law and he the said M.c Worter discharged. and it is Ordered that the Sheriff take the said Hall into Custody & commit him &c and the said M.c Worter having paid the Plt. the Costs of this Suit taxed at two pounds ten Shillings and two pence is discharged. ——

Moses Thaton of Charlemont in the County of Hampshire Physician Pltf. vs. Job Warfield of said Charlemont yeoman Deft. in a plea of the Case for that said Job at said Springfield on the sixth day of January last past by his note of that date for value rec'd promised the Pltf. to pay him the sum of four pounds Eleven Shillings and four pence lawful money on demand with the lawful Interest of s. sum till paid yet the said Job tho often requested has never paid the same or any part thereof but unjustly refuses it to the damage of the Pltf. as he says the sum of six pounds. This cause coming on to be heard at the last Court of Common Pleas held at Northampton within and for the County aforesaid on the first Tuesday of October A.D. 1771 before the Honorable Stephen Williams Esq. and his Associates Justices of said Court the Pltf. appears by Graham his Attorney and the said Job though three times publickly called does not come into Court but makes default of appearance. Therefore it is considered that the said Moses do recover against the said Job four pounds two Shillings and nine pence lawful money Damages and Cost of Court taxed at two pounds nine Shillings & two pence and thereof he may have his Execution. Execution issued 21st January 1772. — Moses Thaton vs Warfield No. 132

John Thwing of Conway in the County of Hampshire yeoman Pltf. vs. Edward Benton of Richfield in said County yeoman Deft. in a plea of the Case for that the said Edward at said Conway on the ninth day of December last past by his note of that date for value received therein promised the said John to pay him three pounds six shillings and eight pence on or before the first day of May then next after the date of s. note. yet the said Edward though often requested and although the time set & limited in s. Note for the payment of s. sum is long since past hath never paid the same or any part to the damage of the said John five pounds. the Pltf. appears by Graham his Attorney and the said Edward though three times publickly called doth not come into Court but makes default of appearance. Therefore it is considered that the s. John do recover against the said Edward three pounds six shillings and four pence of lawful money Damages and Cost of Court taxed at two pounds three Shillings & two pence, and thereof he may have his Execution. Ex. is. 10th Sept. 1772. — Thwing vs Benton No. 133

Samuel Dwelle of Deerfield in the County of Hampshire yeoman Pltf. vs. James Hunt of Williamstown in s. County yeoman Deft. in a plea of the Case for that whereas the said James at Hartertown in Springfield aforesaid on the fourteenth day of December A.D. 1771 by his note of that date for value received therein promised one Josiah Gapin to pay him or Order five pounds within three months from the date of said note with Lawful Interest for said sum from and after three months from the date of s. note till paid. Afterwards to wit on the same fourteenth day of December aforesaid the s. Josiah for value of the said Samuel received Indorsed over the same note then wholly unpaid to the said Samuel and by his Indorsement on the back of s. note with his own proper hand subscribed ordered the said James to pay the Contents of said note to the said Samuel according to the tenor thereof of all which the said James then and there instantly had notice and so became liable to pay the Contents of s. note to the said Samuel according to the tenor thereof and being so liable the said James then and there assumed on himself & faithfully promised the said Samuel to pay him the Contents of said note according to the tenor thereof. yet the said James tho often requested hath never paid to the s. Samuel the Contents of s. Note nor any part of the Contents of said note according to the tenor thereof but he unjustly neglects and wholly refuses to do it to the damage of the said Samuel Eight pounds. the Pltf appears by Jonathan Ashley Esq. his Attorney and the said James tho. — Dwelle vs Hunt No. 134

Doolittle vs Hunt No. 134

the three times publicly called to come into Court makes default of appearance here. Therefore it is Considered that the said Daniel do recover against the said Barnes five pounds Eight Shillings and nine pence of lawful money Damages and Cost of Court taxed at one pound Eighteen Shillings and Eight pence. — and thereof he may have his Exon. Enon. in. 21st Sept.r 1773

Parker vs Gould No. 135

David Parker of Conway in the County of Hampshire yeoman Plt. vs. Nathan Gould of s.d Conway yeoman Deft. in a plea of the Case for that the said Nathan at s.d Conway on the twenty seventh day of Novemb.r A.D. 1772 by his note of that date for value received then and there promised the said David to pay him the sum of three pounds by the fifteenth day of May then next after the date of said note with lawful Interest for the same till paid of the which said Nathan afterwards requested and the time of payment is long since past hath never paid the same to the damage of the said David fifteen pounds. the Plt. appears by Jonathan Ashley Esq.r his Att.y and the said Nathan three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said David do recover against the said Nathan twelve pounds Eleven Shillings and two pence of lawful money Damages and Cost of Court taxed at two pounds one Shilling and one penny. and thereof &c. Enon. in. 21st Sept.r 1773. —

Fullon vs Seavers No. 136

Robert Fullon of Colrain in the County of Hampshire yeoman Plt. vs. Peter Seavers of Pelham in the County of Suffolk yeoman Deft. in a plea of the Case for that the said Peter at said Colrain on the tenth day of May last past by his note of that date for value received then and there promised one Oliver Newell to pay him or Order two pounds six Shillings and Eight pence on demand with lawful Interest for the same till paid. Afterwards to wit on the same tenth day of May aforesaid the said Peter at said Colrain for value received of the s.d Robert Fullon assigned the same note to the said Robert and by his Indorsement on the back of said Note with his own hand subscribed ordered the Contents of the same note then wholly and unpaid to be paid to the s.d Robert according to the tenor thereof, all which the said Peter then and there Instantly & on the same tenth day of May aforesaid had notice and so became liable to pay the Contents of the same note to the s.d Robert according to the tenor thereof and being so liable the said Peter then & there promised the said Robert to pay him the Contents of said Note according to the tenor thereof yet the said Peter tho often requested hath never paid to the said Robert the Contents of s.d Note nor any part of the Contents of s.d Note according to the tenor thereof but unjustly refuses and wholly refuses to do it to the damage of the said Robert four pounds. the Plt. appears by Jonathan Ashley Esq.r his Att.y and the said Peter tho. three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Robert do recover against the s.d Peter two pounds Seven Shillings and five pence of lawful money Damages and Cost of Court taxed at two pounds fourteen Shillings and five pence. and thereof &c. Enon. in. s.d 21st Septem.r 1773.

Thomas Williams of Durfild in the County of Hampshire Esq. Pltf. v. John Henry of Colrain in said County yeoman Deft. in a plea of the Case for that the said John at s.d Durfild on the sixth day of August A.D. 1772 by his note of that date for value recvd then and there promised the said Thomas to pay him or Order six pounds fifteen shillings and ten pence two farthings on demand with lawful Interest for the same till paid. yet the said John tho often requested hath never paid the same nor any penny thereof but unjustly neglects and wholly refuses to do it to the damage of the said Thomas nine Pounds. the Pltf. appears by Jonathan Ashley Esq. his Attr. and the said John tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Thomas do recover against the said John seven pounds four Shillings and seven pence of lawful money Damages and Cost of Court taxed at two pounds two Shillings and five pence and ~~[illegible]~~ thereof he may have Execution. Ex. is.d December 21.st 1773.—

Williams vs Henry N.o 137

John Clark of Colrain in this County of Hampshire yeoman Pltf. vs. Hugh Bolton of Colrain aforesd. yeoman Deft. in a plea of the Case for that the said Hugh at s.d Colrain on the second day of May A.D. 1772 by his note of that date for value recvd then and there promised the said John to pay him or Order one pound nineteen Shillings on demand with lawful Interest for the same till paid. also for that the said Hugh at said Colrain on the same second day of May aforesaid by his other note of that date for value recvd then and there promised the said John. to pay him or Order one other sum of one pound nineteen Shillings on demand with lawful Interest for the same till paid. also for that the said Hugh at said Colrain on the same second day of May aforesaid by one other note of that date for value recvd then and there promised the said John to pay him one other sum of one pound nineteen Shillings on demand with lawful Interest for the same till paid. also for that the said Hugh at s.d Colrain on the same second day of May aforesaid by his other note of that date for value recvd then and there promised the said John to pay him or Order one other sum of one pound nineteen Shillings on demand with lawful Interest for the same till paid. yet the said Hugh tho often requested hath never paid either of said Sums or any part of either of s.d Sums but unjustly neglects and wholly refuses to do it to the damage of the said John twelve pounds. the Pltf. appears by Jonathan Ashley Esq. his Attr. and the said Hugh tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said John do recover against the said Hugh Eight pounds Eight Shillings and six pence of lawful money Damages and Cost of Court taxed at two pounds Six Shillings and two pence & thereof &c. Exon. is.d 21.st September 1773.

Clark vs Bolton N.o 138

Samuel Eayres of Colrain in the County of Hampshire yeoman Pltf. vs. Henry Gould of s.d Colrain Blacksmith Deft. in a plea of the Case for that the said Henry at s.d Colrain on the thirty first day of Octob.r A.D. 1772 by his note of that date for value then & there promised the said Samuel to pay him or Order forty pounds by the first day of April then next after the date of s.d Note yet.d Henry the oftener requested and altho the time set and limitted in s.d note for the payment of said Sum is long since past hath never paid the

Eayres vs Gould N.o 139

Eayres vs Gould No. 139

the same nor any part thereof but he unjustly neglects & wholly refuses to do it to the damage of the said Samuel fifty pounds the Plt. appears by Jonathan Ashley Esq. his Att. and the said Henry thrice times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Samuel do recover against the said Henry thirty four pounds fourteen Shillings and seven pence of lawful money Damages and Cost of Court taxed at two pounds four Shillings and six pence and thereof &c. Execn. issued 21st Sept. 1773

Clark vs Thomson No. 140

John Clark of Colrain in the County of Hampshire yeoman Plt. vs. James Thomson of s.d Colrain yeoman Defd. in a plea of the Case for that the said James at said Colrain on the twenty first day of May last past by his Note of that date for value recd. then and there promised the said John to pay him or Order four pounds twelve Shillings and eight pence two farthings on demand with lawful Interest for the same till paid. yet the said James tho often requested hath never paid the same nor any penny thereof but he unjustly neglects and wholly refuses to do it to the damage of the s.d John Eight pounds the Plt. appears by Jonathan Ashley Esq. his Att. and the said James tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the said John do recover against the said James four pounds four teen Shillings and three pence two farthings of lawful money Damages and Cost of Court taxed at two pounds four Shillings & six pence & thereof he may have Execn. Execn. issued 21st Sept. 1773.

Farnsworth & Dickinson vs Dickinson No. 141

William Farnsworth of Conway in the County of Hampshire yeoman Plt. vs. Saml Dickinson Junr. of said Conway yeoman Defd. in a plea &c as p. Writ on file. the said William being three times publickly called is Nonsuit and the s.d Saml likewise Defaulted. —

Mc Gee vs Munro No. 142

Thomas Mc Gee of Colrain in the County of Hampshire yeoman Plt. vs. Phinehas Munro of Deerfield in s.d County yeoman Defd. in a plea of the Case for that the said Phinehas at s.d Colrain on the twenty fifth day of Novemb.r A.D. 1772 by his Note of that date for value recd. promised the said Thomas to pay him or Order thirteen pounds ten Shillings lawful money on demand with Interest till paid. yet the said Phinehas tho often requested hath never paid the same to the damage of the said Thomas Eighteen pounds. — the Plt. appears by Jonathan Ashley Esq. his Att. and the s.d Phinehas tho three times publickly called doth not come but makes Default of appearance here. Therefore it is Considered that the s.d Thomas do recover against the said Phinehas fourteen pounds two Shillings and five pence of lawful money Damages & Cost of Court taxed at two pounds five Shillings & three pence. after all which the said Phinehas by Edml a Porter Esq. his Att. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of Septemb.r next and he Recognizes with Sureties as the Law

directs for the said Shinchaw prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Samuel Ware of Conway in the County of Hampshire yeoman Plt. vs. Nathaniel Field of Conway aforesaid yeoman Deft. in a plea of the Case for that the said Nathaniel at said Conway on the sixteenth day of August aforesaid by his note of that date for value received then & there promised the said Samuel to pay him or order the Sum of nine Pounds Six Shillings on demand with lawful interest for the same till paid. yet the said Nathaniel tho often requested hath never paid the same but unjustly neglects and wholly refuses so to do to the damage of the said Samuel ten pounds. the Plt. appears by Jonathan Ashley Esq. his Attorney and the said Nathaniel tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the said Samuel do recover against the said Nathaniel nine pounds Six Shillings & Seven pence of lawful money Damages & Cost of Court taxed at two pounds one Shilling & two pence & therefore &c. Excon. is: 21st Septr. 1773.

Ware vs Field No. 143

Aaron Hall of Conway in the County of Hampshire Blacksmith Plt. vs. Joseph Ashley of Northfield in the County aforesd. yeoman and a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of s. County Deft. in a plea of the Case for that the said Joseph at Sunderland in said County on the sixteenth day of April A.D. 1772 by his note of that date for value recd. then & there promised the said Aaron to pay him six pounds Eighteen Shillings and four pence on demand with Lawful Interest for the same till paid. yet the said Joseph tho often requested hath never paid the same but unjustly neglects & wholly refuses to do it. to the damage of the said Aaron Eight pounds. the Plt. appears by Jonathan Ashley Esq. his Attr. and the said Joseph tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the said Aaron do recover against the said Joseph seven pounds nine Shillings & Expence of lawful money Damages & Cost of Suit taxed at two pounds three Shillings and one penny. and therefore &c. Excon. is: 21st. Septr. 1773.

Hall vs Ashley No. 144

Caleb Sharp of Conway in the County of Hampshire yeoman Plt. vs. Elijah Wells of s. Conway yeoman Deft. in a plea of the Case for that the said Elijah at said Springfield on the sixth day of April A.D. 1770 by his note of that date for value received promised the said Caleb to pay him four pounds on demand with Lawful Interest for the same till paid yet the said Elijah tho often requested hath never paid the same nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said Caleb Eight pounds. the Plt. appears by Jonathan Ashley Esq. his Attr. and the said Elijah tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the said Caleb do recover against the said Elijah four pounds Sixteen Shillings & four pence of lawful money Damages & Cost of Court taxed at two pounds one Shilling & four pence & thereof &c Excon. is: 21st. Septr. 1773.

Sharp vs Wells No. 145

David Field of Deerfield in the County of Hampshire Gent. Plt. vs. Noah Allen of Greenfield in s. County yeoman Deft. in a plea of the Case for that the said Noah at said Deerfield on the fifteenth day of August A.D. 1763 by his note of that date for value received promised the s. David to pay him or Order twelve pounds three Shillings and eleven pence halfpenny on demand with lawful Interest for the same till paid. yet the said Noah tho often requested hath never paid the same but neglects it to the

Field vs Allen No. 146

Field vs Allen No. 146

the damage of the said David nine pounds nineteen Shillings. the Plt. appears by Jonathan Ashley Esq. his Att. and the said Noah tho' three times publickly called to come into Court come not but make Default of appearance here. Therefore it is Considered that the said David do recover against the said Noah ten pounds seven Shillings and two pence three farthings of lawful money damages & Cost of Court taxed at two pounds two Shillings & one penny & thereof

---

Shepard vs Bolton No. 147

Levi Shepard of Northampton in the County of Hampshire Apothecary Plt. vs. Matthew Bolton late of Colrain in s^d County Physician Deft. in a plea of Trespass on the Case whereon the said Levi Complains for this to wit for that whereas he the s^d Levi on the twenty second day of April Dom. Eq at Northampton aforesaid at the Special Instance & request of the said Matthew sold & delivered to him divers Goods, Wares, Merchandizes & Medicines of him the said Levi according to the Act to the Writ annexed but the said Matthew in Consideration thereof then and there undertook & faithfully promised that he the said Matthew would well & truly pay to the said Levi so much money as the s^d Goods & wares reasonably worth at the time of the Sale & delivery thereof whenever thereto required and the said Levi in fact says that the said Goods & so sold to the s^d Matthew by the s^d Levi were at the time of the Sale & delivery thereof reasonably worth the sum of Six pounds seven Shillings and two pence halfpenny lawful money to wit at Northampton aforesaid. of which the said Matthew afterwards to wit the same day and year last aforesaid at Northampton aforesaid had notice yet the said Matthew has paid no more of the said Six pounds seven Shillings & two pence halfpenny than three pounds nine Shillings and four pence lawful money part thereof, altho' altho he has been by him the Plt. often thereto requested but he has hitherto wholly refused & still refuses to do it to the damage of the said Levi five pounds. — the Plt. appears by Danl Hawley Esq. his Att. and the s^d Matthew tho' three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the said Levi do recover against the said Matthew two pounds seven Shillings & two pence halfpenny of lawful money Damages & Cost of Suit taxed at One pound Seventeen Shillings & six pence and thereof he may have his Execn. Execn. is^d 22^d Feby 1772. —

Shepard & Hunt vs Sunderm No. 148

Levi Shepard & Ebenezer Hunt Junr both of Northampton in the County of Hampshire apothecaries Plt^fs vs. Matthew Bolton lately of Colrain in s^d County Physician Deft. in a plea of Trespass on the Case and whereon the said Shepard & Hunt complain for that to wit for that whereas they the said Shepard & Hunt on the Eleventh day of Septemb^r last at Northampton aforesaid at the Special Instance & request of the s^d Matthew sold & delivered to him divers Goods Wares Merchandizes & Medicines of them the s^d Shepard and Hunt according to the Act to the Writ annexed but the said Matthew in Consideration thereof then and there undertook and faithfully promised that he the said Matthew would well and truly pay to the said Shepard and Hunt so much money as the s^d Wares & were reasonably worth at the time of the Sale & delivery thereof whenever after he should be thereto required and the said Shepard & Hunt in

said say that the said Ware &c so sold to the said Matthew by them the said Shipard & Hunt were at the time of the sale and delivery thereof reasonably worth the Sum of Seven pounds Eleven Shillings & one penny lawfull money to wit at Northampton aforesd. whereof the said Matthew afterwards to wit the same day & year last aforesd. at Northampton aforesd had notice yet the said Matthew has paid no more of the said Seven pounds & [illegible] than two pounds eight Shillings as part thereof altho often thereto requested but he has hitherto wholly refused & still refuses so to do to the damage of the said Shipard & Hunt ten pounds. the Pltfs. appear by Joseph Hawley Esq. their Att.y and the said Matthew tho three times publicly called doth not come but makes default of appearance here. Therefore it is Considered that the s.d Shipard & Hunt do recover against the said Matthew five pounds three Shillings & one penny of lawfull money Damages & Cost of Court taxed at Seventeen Shillings and Six pence & therefor &c. Exon. is. Ct. Sept.r 1774.

Abraham Gibbs of Greenwich in the County of Hampshire yeoman Pltf. vs. Joseph Washburn yeoman [illegible] of New Braintree in the County of Worcester Deft. is a plea of Trespass on the Case for that whereas the s.d Deft. at a place called Hardwicke in Springfield aforesaid on the Eleventh day of April A.D. 1771 by their note for value received promised one Daniel Bridges to pay him or Order Eleven pounds nineteen Shillings and two pence one farthing on demand with interest till paid, the Contents of which note the said Bridges by his Indorsement Ordered to be paid to the said Abraham &c but the said Joseph & Matthew have never paid the same to the damage of the said Abraham fourteen pounds. the said Abraham the Pltf. tho three times publicly called doth not come into Court therefore is nonsuit. and the said Joseph by Joshua Upham Esq. his Att.y comes here and prays that he may be allowed his Costs. Therefore it is Considered that the s.d Joseph recover against the said Abraham Cost of Court taxed at £

Gibbs vs Washburn &c. Nc. 149

John Holbrook of a place called Number five in the County of Hampshire Husbandman Pltf. vs. Willard Shephard late of Gageborough in the County of Berkshire yeoman Deft. is a plea of trespass on the Case for that whereas the said Willard at a place called Gageborough in Springfield aforesaid on the eighth day of January A.D. 1772 by his note of that date for value received promised the said John to pay him the Sum of two pounds lawfull money by the first day of May next after the date of said note with the lawfull Interest thereof till paid. yet the said Willard hath not paid the Contents of the said note or any part thereof to him the said John although he hath been by the said John often requested thereto but hath hitherto refused and still refuses to do it to the damage of the s.d John five pounds. the Pltf. appears by Joseph Hawley Esq. his Att.y and the said Willard tho three times publicly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said John do recover against the said Willard two pounds four shillings of lawfull money Damages and Cost of Court taxed at two pounds three Shillings & 8 pence thereof &c. Exon. is. Sept.r Term 1774.

Holbrook vs Shepard Nc. 150

John Butts of Northington in the County of Hampshire yeoman Pltf. vs. Robert Damon lately of Chesterfield in said County Gent. Deft. is a plea of trespass on the Case and whereon the said John complains for this to wit for that whereas he the said Robert on the [illegible]

Butts vs Damon Nc. 151

Bucher vs Damon No. 151

twenty fourth day of June. Dom. 1771 at Chesterfield aforesd made his certain note in writing with his own proper hand thereto Subscribed called a promisory Note bearing date the same day & year last above. and thereby promised to pay to pay to one Nicholas Jacobs or Order the Sum of Eighteen pounds Eighteen Shillings within two years from the date thereof with Interest till paid for value recd. as the tenor of said note being unpaid he the said Nicholas afterwards to wit on the twentieth day of August Dom. 1772 at Springfield aforesaid endorsed that note with his own hand thereto Subscribed and thereby appointed the Contents of the same note to be paid to the said Bucher or his Order for value recd. whereof the said Robert afterwards to wit the same day and year at Springfield aforesaid had notice and by reason & force of the promises the same Robert was & became liable to pay to the said John the Contents of said note according to the tenor thereof as aforesaid and so being thereto liable the same Robert afterwards viz. the same day & year last above. at Springfield aforesaid in Consideration thereof did upon himself & to the same John then and there faithfully promise to pay him the Contents of the said note according to the tenor thereof as aforesaid. Nevertheless the said Robert not regarding his promise aforesaid the Contents of the said note nor any penny thereof to the said John Bucher hath not paid altho to do it he hath been often required but he has hitherto wholly refused & still refuses to do it to the damage of the said John twenty five pounds. & thereupon he the Pltf. by Joseph Hawley Esq. his Attr. and the said Robert the three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the said John do recover against the said Robert twenty pounds fifteen Shillings of lawful money Damages and Cost of Court taxed at two pounds and ten pence and thereof &c. Ex. is. 18th Sept. 1773

Lyman's Admr vs Ashley No. 152

Hannah Lyman of Northampton in the County of Hampshire Widow Administratrix on all & singular the Goods and Chattles Rights and Credits which belonged to Thomas Lyman late of Northampton aforesd Yeoman deceased at the time of his death who died Intestate Plt. vs. Joseph Ashley of Northfield in s. County Deputy Sheriff under Solomon Stoddard Esq. Sheriff of s. County Deft. in a plea of trespass on the Case and whereon the said Hannah Complains for this to wit for that whereas he the said Thomas in his life time to wit on the third day of September last sold and delivered to him the said Joseph two Cotown tailed Wiggs at his the s. Josephs special Instance & request he the said Joseph in Consideration thereof then & there undertook & faithfully promised to the s. Thomas then alive that he the said Joseph so much money as the said Wiggs were reasonably worth at the time of the Sale & delivery thereof to the said Thomas whenever after he should be thereto requested will and faithfully would pay & content and the said Hannah in fact saith that the said Wiggs at the time of the sale & delivery thereof were reasonably worth three pounds lawful money to wit at Northampton aforesaid of which the s. Joseph afterwards to wit on the same day & year last above. at Northampton aforesaid had notice. Nevertheless the said Joseph has not paid the three pounds either to the said Thomas in his life time or to the said Hannah

after the death of the said Thomas. And the said Joseph the said three pounds to the said Thomas in his life time and to the said Hannah after the death of the said Thomas hath hitherto altogether refused and still refuseth to pay to the damage of the said Hannah four pounds. the Plt. appears by Joseph Hawley Esq. his Atty. and the said Joseph Upham, though three times publickly called doth not come into Court but makes Default & appear. and here. Therefore it is Considered that the said Hannah do recover against the said Joseph three pounds of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings & Tenpence and therefore she may have her Execution. 10th September 1753.

Edward Upham of Springfield in the County of Hampshire a minister of the Gospel and for diverting the Word of God. Plt. vs. Benjamin Day Esq. Abraham Burbank Esq. Reuben Bliss Esquire, Edward Chapin Husbandman, Eliphalet Leonard Batchelor of arts. John Warner Husbandman & Aaron Colton Husbandman all of S.d Springfield Defts. in a plea why with force & arms forty five Shillings lawful money of the said Upham at Springfield aforesaid they took & carried away & other outrages on him Committed to his great damage & contrary against the peace of our Lord the King and wherein the said Upham Complains that S.d Defts. on the Eleventh day of August Curr.t at Springfield aforesaid the money of him the said Upham viz forty five Shillings of lawful money & with force & arms took & carried away & other outrages on him the said Upham then & there committed against the peace of our Lord the King and in the whole to the damage of the said Upham five pounds. the Plt. appears by Joseph Hawley Esq. his Att.y and the said Benjamin Day, Abraham Burbank, Reuben Bliss, Edward Chapin & Eliphalet Leonard the Defts. by John Worthington & Moses Bliss Esq.rs their Attys. come and defend &c and reserving Liberty of waiving their plea on the trial of the Appeal and then & hereby any other matter &c say that they never promised the Plt. in manner & form as he has in his Declaration alledged and thereof put themselves on the Country.

Upham vs. Day et al. N.o 153

and the Plt. consenting to the reservation aforesaid says that he for any thing by the said Defts. in their plea above alledged ought not to be precluded from having his Action against them maintained because he says that their plea aforesaid and the matters therein contained are not a sufficient Answer to his Declaration and that this he is not by Law bound to answer thereto and this he is ready to verify wherefore he prays Judgment &c. The Defts. say their plea aforesaid is sufficient &c. Thereupon all and singular the premises being seen and by the Court of the Lord the King now here fully understood for that it appears to the said Court that the plea aforesd of the said Defts. by them above pleaded and the matters therein Contained are an Insufficient Answer to the Declaration aforesaid of the said Upham and ought not to preclude the said Upham from having and maintaining his Action aforesaid, and because the said Defts. have not denied in any manner the aforesaid Action & plea of the said Upham &. Therefore it is Considered that the said Edward do recover against the said Defts. five pounds of lawful money Damages and Cost of Court taxed at three pounds ten Shillings & Tenpence and now the said Defts. by John Worthington Esq. their Att.y come here &

Upham vs Day et al No. 153

Appeal from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next and he Recognizes with Surities as the Law directs for the Defts prosecuting the Appeal with effect as by said Recognizance on file may be seen. —

Barnard vs Clap No. 154

Abner Barnard of Northampton in the County of Hampshire Gentleman Plt. vs. Samuel Clap Lately of Northampton in said County Gent. Deft. in a plea of trespass on the Case for that whereas he the said Samuel on the twelfth day of August A.D. 1772 at Northampton aforesaid by his Note for value received promised the said Abner to pay him two pounds Lawful money on demand with the lawful Interest thereof till paid yet the said Samuel has not paid the Contents of the said Note nor any part thereof to him the said Abner altho he has been by him often thereto requested but he has hitherto wholly refused and still refuses to do it to the damage of the said Abner four pounds. the Plt. appears by Joseph Hawley Esq. his Att. and the said Samuel tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the Pl. Abner recover against the said Samuel two pounds two Shillings and Six pence of lawful money Damages and Cost of Court taxed at One pound Sixteen Shillings and Six pence and thereof he may have his Execution. Execution is. 8th Octo. 1773.

Grimes vs Clap et al No. 155

Samuel Grimes of Chesterfield in the County of Hampshire Merchant Plt. vs. Samuel Clap Gent. and Alexander Miller Innholder both of Worthington in said County of Hampshire Defts in a plea of Trespass on the Case for that whereas they the said Clap and Miller on the twenty fifth day of February last at Springfield aforesaid by their Note promised the said Grimes to pay him or Order thirteen pounds twelve Shillings & six pence Lawful money on or before the first day of May then next with Interest (meant of the Lawful Interest thereof till paid. yet the said Clap & Miller or either of them have not paid the Contents of the said Note nor any part thereof to him the said Grimes altho they have been by him often thereto requested but they have hitherto wholly refused nor still refuse to do it to the damage of the said Grimes four pounds. the Plt appears by Joseph Hawley Esq. his Att. and the Defts tho three times publickly called to come into Court do not come but make default of appearance here. —

Therefore it is Considered that the said Grimes do recover against the said Clap & Miller fourteen pounds one Shilling & two pence of Lawful money Damages and Cost of Court taxed at two pounds two Shillings and two pence & thereof Execution is. 18th Sept. 1773

White vs Grant No. 156

Simeon White of Williamsburgh in the County of Hampshire yeoman Plt. vs. Christopher Grant Lately of Chesterfield in said County yeoman Deft. in a plea of trespass on the Case and whereon the said Simeon Complains for this

to wit for that whereas he the said Simeon on the Eleventh day of January last past at Springfield aforesaid sold and delivered to him the said Christopher divers Goods, Merchandizes and Articles of him the said Simeon mentioned in the first act annexed to the Writ at this the said Christophers special Instance and request he the said Christopher in Consideration thereof then and there undertook and faithfully promised that he the said Christopher so much money as the said Goods &c were reasonably worth at the time of the Sale & delivery thereof to the said Simeon whenever afterwards he should be thereto requested well and truly would content and pay, and the said Simeon in fact says that the said Goods &c so sold to him the said Christopher by him the said Simeon were at the time of the Sale and delivery of them reasonably worth the Sum of twenty seven Shillings and three pence of lawful money to wit at Springfield aforesaid whereof the said Christopher afterwards to wit the same day and year last abovesaid at Springfield aforesaid had notice. And whereas the said Christopher afterwards that is to say the same day and year last abovesaid at Springfield aforesaid was indebted to the said Simeon in the further Sum of twenty seven Shillings & five pence of like lawful money aforementioned in the second act to the Writ annexed for the like Sum before that time by the said Simeon lent to the said Christopher at his special Instance & request and being so indebted the said Christopher afterwards that is to say the same day and year at Springfield aforesaid in Consideration thereof undertook and faithfully promised the said Simeon truly and faithfully to content and pay him the said twenty seven Shillings and five pence last mentioned whenever after he the said Christopher should be thereto required. Nevertheless he the said Christopher has not paid the said Sums of money or either of them to him the said Simeon or any part of either of them altho he has been by him often thereto requested but he has hitherto wholly refused and still refuses to do it to the damage of the said Simeon Six pounds. the Plt. appears by Joseph Hawley Esq. his Att. and the said Christopher by Caleb Strong Junr. Esqr. his Att. comes here and defends &c and says that he never promised in manner and form as the Plt. in the Plt. in his Declaration against him hath alledged and thereof puts himself on the Country. And the said Simeon likewise. thereupon the Jurors of the Jury agreable to the form and effect of the Statutes in this Case made and provided now at this time Returned and Impanelled being demanded likewise come who to say the truth concerning the premises being duly Sworn declare upon their Oath that the Deft. never promised in manner and form as the Plt. has alledged &c. Therefore it is Considered that the said Christopher recover against the said Simeon his Costs taxed at two pounds thirteen Shillings and nine pence. and now the said Simeon by his Att. appeals from the Judgment of this Court to the Superiour Court of Judicature &c ought to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next and he Recognizes with Sureties

White vs Grant No. 156

as the Law directs for the said Simeon's prosecuting s.d Appeal with effect as by the said Recognizance on file appears.

Hills vs Cook No. 157

John Hills of Gaitt Windsor in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Johnson Cook late of Greenwich in said County of Berkshire yeoman Deft. in a plea of the Case for that said Cook at s.d Greenwich on the ninth day of April last past by his note of that date for value then rec.d promis.d the Plt. to pay him the Sum of Six pounds Ten Shillings and ten pence on demand with Interest till paid. yet the said Cook tho often thereto requested hath never paid the same but unjustly neglects it to the damage of the said Hills Eight pounds. the Plt. appears by Justin Ely Gent. his Att.y and the Deft. tho three times publickly called doth not come but makes default of appearance here. Therefore it is Considered that the said Hills do recover against the said Cook six pounds fourteen Shillings of lawful money Damages and Cost of Court taxed at one pound Eleven Shillings and four pence. and thereof he may have his Execution. — Execution is.d 21st September 1773

Brush vs Flowers No. 158

George Brush of Springfield in the County of Hampshire Gent. Plt. vs. Elisha Flowers of s.d Springfield yeoman Deft. in a plea of the Case for that said Elisha at said Springfield on the twenty ninth day of July 1771 by his note of that date for value then rec.d promis.d the Plt. to pay him ten pounds three pence lawful money on demand with the ensuing Interest till paid. yet said Elisha hath never paid the same but unjustly neglects it to the damage of the said George Eleven pounds. the Plt. appears by Justin Ely Gent. his Att.y and the said Elisha being three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said George do recover against the said Elisha seven pounds one Shilling & three pence of lawful money Damages and Cost of Court taxed at one pound five Shillings and five pence. and thereof &c. Execution is.d 21st September 1773.

Day Jun.r to Snow No. 159

Benjamin Day Jun.r of Springfield in the County of Hampshire Gent. Plt. vs. Isaac Snow of s.d Springfield yeoman Deft. in a plea of the Case for that said Isaac at said Springfield on the Eleventh day of March last past by his Note of that date for value there rec.d promis.d the Plt. to pay him ten pounds four Shillings and Seven pence Lawful money on demand with Interest till paid, yet s.d Isaac tho' often requested hath never paid the same but unjustly neglects it to the damage of the said Benja.n fifteen pounds. the Plt. appears by Justin Ely Gent. his Att.y and the said Isaac tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered by the Court that the said Benjamin do recover against the said Isaac ten pounds ten Shillings and four pence of lawful money Damages & Cost of Court taxed at One pound 5/5 and thereof &c. Execution is.d Septem.r 24th 1773.

Thomas Miller Junr. of Springfield in the County of Hampshire yeoman Pltf. vs. Luke Day Junr. of said Springfield yeoman Deft. in a plea of the Case for that said Luke at said Springfield on the first day of January A.D. 1772 by his note of that date for value there received promised the said Thomas to pay him or order on demand by the first day of May then next with Interest after the time of payment till paid yet said Luke tho often requested has never paid it. Sum or but unjustly neglects it to the damage of the said Thomas twelve pounds. the Pltf. appears by Justin Ely Gent. his Attr. and the said Luke tho' three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the said Thomas do recover against the said Luke twelve pounds Sixteen Shillings and two pence of lawful money Damages and Cost of Court taxed at one pound Seven Shillings and two pence, and thereof &c. Ex. is. 12th Novr. 1772.

Miller vs Day No. 160

John Ashley of Springfield in the County of Hampshire yeoman, Executor of the last Will & Testament of Benjamin Ashley late of said Springfield yeoman decear. Pltf. vs. John Blashfield of Springfield in said County yeoman Deft. in a plea of the Case, for that said John Blashfield at said Springfield on the twentieth day of May A.D. 1770 by his note for value then received promised the said Benjamin then living to pay him thirteen pounds six Shillings and eight pence on demand with Interest till paid. also for that said Blashford at said Springfield the same day was Indebted to the said Benjamin in the further Sum of thirteen pounds six Shillings and Eight pence lawful money for the like Sum of money by him the said Blashfield then before that time had and received to the use of the said Benjamin and being so Indebted he the said Blashfield then and there in Consideration thereof promised the said Benjamin to pay him the last mentioned Sum on demand together with the lawful Interest thereof till paid yet said Blashfield tho often thereto requested has never paid either of said Sums or Interest or any penny thereof to the said Benjamin in his life time neither hath the said John tho often thereto required ever paid either of said Sums or Interest to the Pltf. since the death of the said Benjamin but unjustly neglects it to the damage of the said John the Pltf. fifteen pounds. the Pltf. appears by Justin Ely Gent. his Attr. and the said Deft. tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Benjamin the Executor as aforesaid do recover against the said John Blashfield thirteen pounds Eleven Shillings and two pence of lawful money Damages & Cost of Court taxed at One pound nine Shillings and Eight pence, and now the said Blashfield by Parsons Esq. his Attr. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the County of Hampshire & Berkshire on the fourth Tuesday of September next and he Recognizes with Sureties as the Law directs for for the said John Blashfield's prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Ashleys Ex. vs Blashfield No. 161

Sage
vs
Lemar
No. 162

Comfort Sage of Middletown in the County of Hartford & Colony of Connecticut Gent. Plt. vs. Elijah Lemard of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that s^d Elijah at a place called Hartford in said Springfield on the fourth day of September last past by his note of that date for value then recived promised the Plt. to pay him or Order five pounds two Shillings on demand with Interest till paid. yet s^d Elijah tho often requested hath not paid the same or any to the damage of the said Comfort six pounds. the Plt. appears by Justin Ely Gent. his att^y and the said Elijah tho three times publickly called doth not come into Court but makes default of appearance here. — Therefore it is Considered that the said Comfort do recover against the said Elijah five pounds Eight Shillings & two pence lawful money Damages & Cost of Court taxed at one pound seventeen Shillings & four pence. & there &c. Exon. in 24th. Sp^r. 1773

Sage
vs
Chapin &
No. 163

Comfort Sage of Middletown in the County of Hartford and Colony of Connecticut Gent. Plt. vs. Enoch Chapin Gent. and Eliazer Day yeoman both of Springfield in the County of Hampshire Deft^s in a plea of the Case for that s^d Enoch and said Eliazer at a place called Hartford in said Springfield on the second day of September last past by their note of that date for value then recived promised the Plt. to pay him or his Order five pounds twelve Shillings & eight pence on demand with Interest till paid yet said Enoch and Eliazer or either of them tho often thereto requested have never paid s^d Sum or Interest or any penny thereof to the Plt. but they & each of them neglect & refuse to do it to the damage of the said Comfort fifteen pounds. — the Plt. appears by Justin Ely Gent. his att^y and the s^d Deft^s tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Comfort do recover against the said Enoch & Eliazer Eleven pounds five Shillings and five pence lawful money Damages and Cost of Court taxed at one pound nineteen Shillings & Eight pence and thereof &c. Exon is^d 24th. September 1773.

Vanhorne
vs
Day
No. 164

John Vanhorne Junr. of Springfield in the County of Hampshire Physician Plt. vs. Caleb Day of s^d Springfield yeoman Deft. in a plea of the Case for that said Caleb at s^d Springfield on the thirtieth day of July last past by his Note of that date for value recived promised the Plt. to pay him or Order the Sum of three pounds three pence one farthing on demand with Interest till paid. yet said Caleb tho often thereto requested hath never paid said Sum or Interest but unjustly neglects it to the damage of the said John five pounds. the Plt. appears by Justin Ely Gent. his att^y and the said Caleb tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said John do recover against the s^d Caleb three pounds 11/1 lawful money Damages & Cost of Court taxed at one pound five shillings and one penny. & thereof &c. Ex. in 24th. September 1773

Woodbridge vs Day No. 165

Huggles Woodbridge of South Hadley in the County of Hampshire Physician Plt. vs. Eleazer Day of Springfield in said County yeoman Deft. in a plea of the Case for that said Eleazer at said Springfield on the twenty seventh day of January last past by his note under his hand of that date for value there rec'd promised the Plt. to pay him the sum of twelve pounds & fifteen Shillings lawful money on or before the first day of May thereunto with lawful Interest till paid, which time of payment is past, yet the said Eleazer tho often thereto requested hath never paid said sum or Interest or any penny thereof to the Plt. but unjustly neglects it to the Damage of the said Huggles fifteen pounds. the Plt. appears by Justin Ely Gent. his Att'y and the said Day tho three times publickly called doth not come but makes Default of appearance here. Therefore it is Considered that the said Huggles do recover against the said Eleazer thirteen pounds Seventeen Shillings & one penny of lawful money Damages & Cost of Court taxed at three pounds eight Shillings and his Exon. and thereof he may have his Exon. Exon. in. 25th September 1792

Chapin vs Day No. 166

Martin Chapin of Springfield in the County of Hampshire yeoman Plt. vs. Luke Day late of Springfield yeoman Deft. in a plea of the Case for that said Luke at Springfield on the first day of January A.D. 1792 by his note of that date for value rec'd promised the Plt. to pay him or Order thirteen pounds by the first day of May then next with Interest after the time of payment untill paid, yet said Luke tho often thereto requested hath never paid the same but neglects it to the damage of the said Martin Eighteen pounds. the Plt. appears by Justin Ely Gent. his Att'y and the said Luke tho three times publickly called do not come into Court but makes default of appearance here. Therefore it is Considered that the said Martin do recover against the said Luke fourteen pounds one Shilling & one penny of lawful money Damages & Cost of Court taxed at one pound seven Shillings & two pence and thereof &c. Exon. in. 25th September 1793.

Daystil vs Day No. 167

Gideon Day yeoman & Aaron Day yeoman both of Springfield in the County of Hampshire Plt's. vs. Luke Day Junior of Springfield yeoman Deft. in a plea of the Case for that said Luke at said Springfield on the fourteenth day of August A.D. 1790 by his note of that date for value rec'd promised the Plt's to pay them or Order the sum of fourteen pounds nine Shillings & six pence half penny within Six months from the date of s'd. Note with Interest till paid, which time of payment is past, yet the said Luke tho often thereto requested hath never paid said sum or Interest or any penny thereof to the Plt's or either of them but unjustly neglects it to the Damage of the said Gideon & Aaron twenty pounds. the Plt's appear by Justin Ely Gent. their Att'y and the said Luke tho three times publickly called doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Gideon & Aaron do recover against the said Luke sixteen pounds one Shilling & five pence two farthings of lawful money Damages and Cost of Court taxed at one pound five Shillings & eight pence and thereof they may have their Exon. Exon. in. 25th September 1793.

Brush vs Day No. 168

George Brush of Springfield in the County of Hampshire Gent. Plt. vs. Caleb Day of Springfield aforesaid yeoman Deft. in a plea of the Case for that said Caleb at said Springfield on the second day of April A.D. 1771 by his note of that date for value there rec'd pro-

Brush vs Day No. 168

promisd the Plt. to pay him or Order two pounds three shillings lawful money on demand with use meaning Interest till paid. ~~yet~~ also for that said Caleb at said Springfield on the twenty ninth day of Febry. last past by one other note of that date for value recd. said promisd the Plt. to pay him or Order the further sum of one pound nine shillings & two pence three farthings on demand with use meaning Interest till paid. yet sd. Caleb the often thereto requested hath never fulfilled either of his said promises to the Plt. but unjustly neglects it to the damage of the said George Six pounds. the Plt. appears by Justin Ely Gent. his Attr. and the said Caleb the third time publickly called to cometh not come into Court but makes Default of appearance there — Therefore it is Considered that the said Caleb two pounds four ten shillings & three pence lawful money Damages & Cost of Court taxed at one pound five shillings & one penny. S. Ths. Ca. in. 25th Sptbr. 1773 —

Dwight vs Loomis No. 169

Jonathan Dwight of Springfield in the County of Hampshire yeoman Plt. vs. Jonathan Loomis of said County yeoman Deft. in a plea of the Case for that D. Jonathan Loomis at said Springfield on the tenth day of August A.D. 1772 by his note of that date for value then recd promisd the Plt. to pay him or Order Six pounds ten Shillings lawful money on Demand with Interest till paid. Also for that said Loomis at D. Springfield the same day by one other note of that date for value recd promisd the Plt. to pay him or Order fifteen Shillings & ten pence on demand with lawful Interest till paid. yet said Loomis tho often thereto requested hath never paid either of D. sums or Interest or any penny thereof to the Plt. but unjustly neglects it to the damage of the D. Jonathan nine pounds. the Plt. appears by Justin Ely Gent. his Attr. & the said Loomis tho three times publickly called doth not come into Court but makes Default of appearance there. Therefore it is Considered that the said Dwight do recover against the said Loomis Eight pounds twelve Shillings & seven pence of lawful money Damages & Cost of Court taxed at one pound three Shillings & ten pence ~~of lawful~~ and the said Loomis he may have his Excen. Excen. at D. 25th Sptbr. 1773 —

Jones Exrs. vs Rogers Dft. No. 170

Benjamin Day Gent. and Margaret Jones Gentlewoman both of Springfield in the County of Hampshire Executors of the last Will & Testament of Cornelius Jones late of D. Springfield dec'd. Plts. vs. Margaret Rogers Widow and Jesse Rogers yeoman both of D. Springfield Executors of the last Will and Testament of Elijah Rogers late of said Springfield yeoman dec'd. Defts. in a plea that the said Margaret Rogers & Jesse render to the said Benjamin Day & Margaret Jones Twenty four pounds two Shillings and four pence which from the Plts. the D. Defts. unjustly detain and whereupon the Plts. say that at an Inferiour Court of common pleas holden at Northampton within and for. County of Hampshire on the second Tuesday of Febry. in the sixth year of his Majesty's Reign by the Judgment of the same Court they recovered against the said Elijah then living nineteen pounds

Eleven Shillings and three pence lawful money Damages and also four pounds Eleven Shillings and one penny for their Costs & Charges by them about their suit in that behalf expended as by the Record thereof in said Court there remaining is fully manifest and appears which Judgment yet remains in its full force and effect not satisfied nor reversed and altho the Plff afterwards in the life time of the said Elijah sued out divers Writs of Execution thereon yet the sums as aforesaid were never levied thereby and the same are long since returned wholly unsatisfied and the same sums wholly unpaid and the said Elijah is since dead. whereby an Action hath accrued to the Plff at said Springfield to demand and have of the said Margaret Rogers and Jesse Rogers the said twenty four pounds two Shillings & four pence Nevertheless the said Margaret Rogers & Jesse Rogers the often thereto requested have never paid the same or any part thereof to the Plff or either of them but unjustly deny to do it to the damage of the said Benjamin & Margaret Jones thirty five pounds. the Plff by Justin Ely Esqr their Attr and the Defts by Jonathan Bliss Esq. their Attr come into Court and refer this action and all other actions Judgments & demands to the final Determination & Award of Messrs Jonathan White Daniel White and John Morgan all of Springfield or any three of them Arbitrators mutually elected and named by the said Parties to be made upon the premises & returned into this Court so soon as may be — and the abovesd Executors of the Parties in a Cause entered at this Term by their respective Attys to wit the said Extrs by Jonathan Bliss Esq. & the said Mons by Justin Ely Esqr. appear and pray that they may be made Parties with the aforesaid Extrs of Comfort Jones dcasd to this Rule and Submission & it is granted them. and the said Margaret Rogers & Jesse Rogers Extrs as aforesaid & the said Mons Miller agree to submit all actions Judgments & demands between them to the final determination & Award of the before named Referees or any two of them to be made and returned as aforesaid. and the said Benja and Margaret Extrs of the said Comfort and the said Margaret and Jesse Extrs of the said Elijah by their Attys aforesaid come and pray that they may be made Parties with the P Extrs of the said Elijah and the said Mons to the Rule & Submission by them above agreed to and it is granted them and the respective parties aforesaid have a day before the Lord the King here until the next Tuesday of November next ensuing &c

---

Daniel Winter of Chesterfield in the County of Hampshire yeoman Plff vs. Jedidiah Tucker late of Springfield in s. County yeoman Deft. in a plea of Trespass on the Case for that the s. Jedidiah at Chesterfield aforesaid on the third day of June AD 1772 by his note of that date for value rec'd promised the said Daniel to pay him the sum of twenty six pounds and ten Shillings lawful money at or before the third day of June 1773 with Interest till paid. yet the said Jedidiah tho often requested hath not paid the same but unjustly neglects it to the damage of the said Daniel thirty pounds. the

Winter vs Tucker No 171

Winter vs Futter Nº 171

the Plt. appears by Caleb Strong Junr. Esqr. his Attr. and the said Jedidiah tho' three times publickly called doth not come into Court but makes Default of appearance here. —— Therefore it is Considered that the said Daniel do recover against the said Jedidiah twenty five pounds eleven Shillings & six pence of lawful money Damages & Cost of Court taxed at one pound nineteen Shillings and ten pence and that &c. Execn. issd. 19th Novembr. 1795. —

Warner vs White Nº 172

Joshua Warner of Williamsburgh in the County of Hampshire Gent. Plt. vs. Simeon White of S. Williamsburgh yeoman Deft. in a plea of Trespass on the Case for that the said Simeon at Williamsburgh aforesaid on the seventh day of November Dr 1772 by his note of that date for value received promised one Joseph Putney to pay him or his Order the sum of three pounds two shillings by the first day of May then next with Interest and the said Joseph Putney there afterwards on the same day by his Indorsement on the same Note ordered the Contents of the said Note being then & still unpaid to be paid to the Plt. for value received of him whereof the said Simeon then and there had Notice & thereupon became chargable to pay the said Contents to the Plt. according to the tenor of the said Note and accordingly the said Simeon afterwards the same day at Williamsburgh aforesaid promised the Plt. to pay him the said Contents according to the tenor of the said Note. yet the said Simeon tho often requested hath not paid the contents of said Note to the Plt. or any part thereof but unjustly neglects it to the damage of the said Joshua seven pounds. the Plt. appears by Caleb Strong Junr. Esqr. his Attr. and the said Simeon by Elisha Porter Esqr. his Attr. comes and defends &c and for plea says that he never promised the Plt. in manner and form as in the Declaration is against him alledged and thereof puts himself on the Country. and the said Joshua likewise. — Upon the motion of the Deft. it is ordered that the Plt. shall have leave to bring into Court the Sum of Eleven Shillings and one penny. and Cash (agreed by the Parties) to be taxed at One pound Eighteen Shillings & eight pence, and if the said Plt. shall accept and receive the same Sum of Eleven Shillings & one penny and Cost, in full discharge of his said suit, then the same Sum & Costs shall be paid to the said Plt. or his Attr. out of the Court, and if the Plt. shall refuse to accept thereof in full discharge of his said suit then the said Sum of Eleven Shillings and one penny shall be struck out of the Plts. Declaration and upon the Trial of the Issue the Plt. shall not be permitted to give Evidence of the Sum so paid in. and the said Plt. shall proceed to Issue at the Trial of after Cost, and upon the further motion of the Deft. who moves that this action may be continued for want of a witness &c it is Considered that the said Parties have a day &c until the second Tuesday of November next &c

---

Sabes vs Dana Nº 173

Elijah Sabes of Norwich in the County of Hampshire Husbandman Plt. vs. Daniel Dana late of said Norwich Husbandman Deft. in a plea of the Case for that the said Daniel at Murrayfield in said County on the twenty fifth day of June last past by his Note of that date for value received promised the said Elijah to pay him the Sum of Eleven pounds (meaning that

Sum of lawful money on demand with lawful remaining lawful interest for the same sum till paid. yet the said Daniel tho often requested hath not paid the contents of the said note to the Pltf. or any part thereof but wholly neglects it to the damage of the said Elijah. Whereupon the Pltf. appearing by Caleb Strong his Atty. and the said Daniel tho three times publickly called to come into Court does not come but makes default of appearance. Therefore it is considered that the said Elijah do recover against the said Daniel Eleven pounds two shillings & seven pence of lawful money damages & Cost of Court taxed at one pound sixteen shillings & three pence. Exn. issd. 8th Sept. 1774.

Robert Brush and Caleb Hunt both of Northampton in the County of Hampshire Gentlemen & Joint Dealers in Trade Pltfs. vs. Isaac Hastings of New Providence in the County of Berkshire Yeo. otherwise called Isaac Hastford of New Providence in said County of Berkshire Gent. Deft. in a plea of Trespass on the Case for that whereas the said Isaac on the second day of August current at Northampton aforesaid was & being indebted to the said Brush & Hunt in the sum of seventy pounds four Shillings & two pence Lawful money by Book to balance book acct. according to the acct to the Writ annexed. in Consideration thereof the said Isaac afterwards viz on the third day of August current at Northampton aforesaid in Consideration that the said Brush & Hunt at the special Instance & request of the said Isaac did sell and deliver to him divers other Goods, Wares, and Merchandizes the sd. Isaac undertook & to the said Brush & Hunt then and there faithfully promised that he the said Isaac would well and truly pay & satisfy to the said Brush and Hunt so much money as the same Goods &c were reasonably worth at the time of the sale and delivery thereof whenever after he should be thereto requested. and the said Brush & Hunt aver that the same Goods &c were at the time of the sale and delivery thereof reasonably worth the further sum of one hundred pounds four teen shillings & two pence three farthings of which the said Isaac there afterwards the same day did notice. yet the said Isaac tho often requested hath not paid the same sums aforesaid to the Pltfs. or any part thereof but unjustly neglects it to the damage of the said Brush & Hunt one hundred pounds. the Pltfs. appear by Caleb Strong Esqr. their Atty. & the said Isaac tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is considered by the Court that the said Brush & Hunt do recover against the said Isaac forty pounds four Shillings & two pence of lawful money Damages and Cost of Court taxed at one pound eighteen shillings & eight pence. and thereto they may have their Exen. Exen. issd. 18th Octob. 1773.

Brush & al vs Hastings No. 174

James Shepard & Thomas Hopkins both of Northampton in the County of Hampshire Traders in Company Pltfs. vs. Elihu Williams late of Gageborough in the County of Berkshire Gent. alias yeoman Deft. in a plea of the Case for that the sd. Elihu at Northampton aforesaid on the first day of January last past by his Note of that date for value received promised the Pltfs. to pay them the Sum of seventeen pounds ten Shillings and four pence lawful money on

Shepard & al vs Williams No. 175

Shepard &c
vs
Williams
No. 175

on demand with lawful Interest till paid. yet the said Elihu tho often requested hath not paid the Contents of the said note to the Pltf. or any part thereof but unjustly neglects it to the damage of the said Shepard & Hopkins twenty five pounds. the Pltf. appear by Caleb Strong Junr. Gent. and the said Elihu tho three times publickly called doth not come into Court but makes Default & appears not here. Therefore it is Considered that the said Shepard and Hopkins do recover against the said Elihu Eighteen pounds four Shillings and eight pence of lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings & ten pence and thereof they may have their Execution. Execution is. 30th September 1773.

Bruch & Hunt
vs
Shepard
No. 176

Robert Bruch and Silth Hunt both of Northampton in the County of Hampshire Gentlemen & Traders in Company Pltf. vs. Willard Shippard of Gageborough in the County of Berkshire yeoman Deft. in a plea of Trespass on the Case for that the said Willard at Northampton aforesaid on the first day of July Dr. 1772 in Consideration that the said Bruch & Hunt at the special Instance and request of the said Willard had sold and delivered to the said Willard one Barrel of Rum containing thirty one Gallons and three Quarters according to the Ct. answerable to the Writ the said Willard undertook and to the said Bruch & Hunt faithfully promised that he the said Willard would pay and Satisfy to the Pltf. so much money as the Rum aforesaid at the time of the sale and delivery thereof was reasonably worth with the lawful Interest thereof after it should become due when ever after he should be thereto required and the Pltf. aver that the Rum abovementioned at the time of the sale and delivery thereof was reasonably worth the Sum of three pounds fourteen Shillings and nine pence one farthing of which the said Willard thereafterwards to the same Day had notice. yet the said Willard tho often requested hath not paid the aforesaid Sum to the Pltf. or any part thereof but unjustly neglects it to the damage of the said Bruch and Hunt six pounds. the Pltf. appear by Caleb Strong Junr. Gent. their Atty. and the said Willard tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Bruch & Hunt do recover against the said Willard three pounds eighteen Shillings and six pence of lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings and ten pence & Thereupon. Ex. is. 30th Sept. 1773.

Dwight Esq.
vs
Sylvester
No. 177

Timothy Dwight of Northampton in the County of Hampshire Esq. Pltf. vs. Richard Sylvester of Charlestown in said County yeoman Deft. in a plea of Trespass on the Case for that the said Richard at Northampton aforesaid on the thirteenth day of May A.D. 1766 by his note of that date for value recd promised the said Timothy to pay him the sum of four pounds Eleven Shillings & eight pence lawful money on demand and Interest for the same till paid. and also for that the said Richard at Springfield aforesaid on the first day of June A.D. 1770 by his note of that date for value recd promised the said Timothy to pay him the Sum of forty eight Shillings and Six pence three farthings in three months from the date of the said Note and Interest for the same till paid.

and also for that the said Richard at Springfield aforesaid on the ninth day of January Anno 1772 by his note of that date for value received promised the said Timothy to pay him the sum of one pound and six nine halfpenny on demand and Interest for the same till paid. yet the said Richard tho often requested hath not paid the Contents of the several Notes aforesaid or any part thereof to the Pltf. but unjustly neglects it to the damage of the said Timothy three pounds. the Pltf. appears by Caleb Strong Esqr. Cont. his Attr. and the said Richard tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Timothy do recover against the said Richard ten pounds twelve Shillings and six pence of lawful money Damages and Cost of Court taxed at one pound Sixteen Shillings & three pence Exd. 24th Sept. 1773.

Joseph Hillogg of Whately in the County of Hampshire yeoman Pltf. vs. Jonathan Ashley & Ebenezer Hoyt of Conway in said County yeoman Defts. in a plea of the Case for that the said Defts. at Conway aforesaid on the twenty ninth day of December Anno 1772 by their note of that date for value received promised the said Joseph to pay him three pounds the first day of July then next (meaning to pay Interest after that time till paid. yet the said Defts or either of them tho often requested have not paid the Contents of the said Note to the Pltf. or any part thereof but unjustly neglect it. to the damage of the said Joseph five pounds. the Pltf. appears by Caleb Strong Esqr. Cont his Attr. and the said Defts. tho three times publickly called do not come into Court but makes Default of appearance here. Therefore it is Considered that the said Joseph do recover against the said Jonathan three pounds two Shillings & five pence of lawful money Damages & Cost of Court taxed at One pound nine teen Shillings & two pence and thereof &c. Execn. issd. 18th Octobr. 1773.

Hillogg vs Ashley & Hoyt No. 179

Downing Warner of Williamsburgh in the County of Hampshire yeoman Pltf. vs. Israel Walker late of Great Barrington in the County of Berkshire yeoman Defts. in a plea of Trespass on the Case for that the said Israel at Springfield aforesaid on the third day of November last past by his Note of that date for value received promised the said Downing to pay him or Order the sum of three pounds within six months from the date of said note with Interest till paid and also for that the said Israel at Springfield aforesaid on the twenty fifth day of November last past having and being indebted to the said Downing in the sum of three pounds lawful money for two oxen before that time sold and delivered to the said Israel by the said Downing at his the said Israels special Instance and request in Consideration thereof the said Israel then and there assumed on himself and to the said Downing faithfully promised to pay him the same on demand. yet the said Israel the often requested hath not paid the several sums aforesaid to the Pltf. or any part thereof but unjustly neglected to the damage of the said Downing seven pounds. the Pltf. appears by Caleb Strong Esqr. Cont. his Attr. and the said Israel being three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Downing do recover against the said Israel three pounds & one penny of lawful money Damages and Cost of Court taxed at One pound nineteen Shillings & four pence & thereof &c. Exn. issd. 30th Septr. 1773.

Warner vs Walker No. 179

Brush & Hunt vs Kirtland No. 180

Robert Brush and Caleb Hunt both of Northampton in the County of Hampshire Gentn. and Traders in Company Plff. vs. John Kirtland of Murrayfield in said County Husbandman Deft. in a plea of Trespass on the Case for that the said John at Springfield aforesaid on the twenty fifth day of Febry last past in Consideration that the said Brush & Hunt at the special instance and request of the said John had sold & delivered to the said John divers Goods Wares & Merchandizes the particulars whereof are mentioned in the Act annexed to the Writ the said John undertook and to the said Brush & Hunt then and there faithfully promised that he the said John would well & truly pay to the Plff. so much money as the same Goods &c were reasonably worth at the time of the sale and delivery thereof together with the lawful Interest for the said Sum after three months from the same time whenever after he the said John should be thereto requested, and the said Brush and Hunt in fact say that the same Goods &c at the time of the sale and delivery thereof were reasonably worth the Sum of twenty six pounds six shillings and one penny three farthings lawful money wch at Springfield aforesaid whereof the said John there afterwards the same Day had notice. yet the said John tho often requested hath not paid the aforesaid Sum to the Plff. or any part thereof but unjustly neglects it to the damage of the said Brush & Hunt twenty Eight pounds the Plff. appears by Caleb Strong Esqr. their Att. and the Deft. John tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the Plff. Brush & Hunt do recover against the said John twenty one pounds Seven Shillings of lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and ten pence, and thereof &c. Exr. is. 4th Septr. 1773.

Bryant vs Bigelow No. 181

Benjamin Bryant of Chesterfield in the County of Hampshire yeoman Plt. vs. Benjamin Bigelow of Worthington in s. County yeoman Deft. in a plea of Trespass on the Case for that the D. Bigelow at Chesterfield aforesaid on the twenty second day of Janry last past by his note of that date for value recvd promised the Plt. to pay him or his Order the sum of four pounds and one penny lawful money by the first day of April then next with Interest till paid. yet the said Bigelow tho often requested hath not paid the same to the Plt. or any part thereof but unjustly neglects it to the damage of the said Bryant seven pounds. the Plt. appears by Caleb. Strong Junr. Esqr. his Attr. and the said Deft. tho' three times publickly called to come into Court doth not come but makes Default & appearance here. — Therefore it is Considered that the said Bryant do recover against the said Bigelow four pounds three shillings & one penny of lawful money Damages and Cost of Court taxed at two pounds. — and thereof he may have his Execn. Execn. is. 18th Octr. 1773

Warren vs Walther No. 182

Walther Warren of Williamsburgh in the County of Hampshire Husbandman Plt. vs. Edward Walther of Gageborough in the County of Berkshire Husbandman Deft. in a plea of the Case for that the said Edward at Williamsburgh aforesaid on the thirtieth day of April last past by his note of that date for value recvd promised the D. Walther to pay him the Sum of nine pounds eight shillings. meaning that Sum of lawful money within three months from the date of the said

Note with Interest for the same till paid yet the said Edward tho often requested hath not paid the Contents of the said note to the Plt. or any part thereof but unjustly neglects it to the damage of the said Mather nine pounds and eighteen Shillings. the Plt. appears by Caleb Strong Esqr. Gent. his Attr. and the said Edward tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered that the said Mather do recover against the said Edward nine pounds eleven Shillings & ten pence of lawful money Damages & Cost of Court taxed at one pound nineteen Shillings & three pence. Ex. issd 30th September 1773.

Timothy Dwight of Northampton in the County of Hampshire Esq. Plt. vs. Downing Warner of Williamsburgh in said County yeoman Deft. in a plea of Trespass on the Case for that whereas the said Downing at Springfield aforesaid on the eighth day of June A.D. 1763 by his note of that date for value recd promised the said Timothy by the name of Timothy Dwight Esqr. to pay him the sum of five pounds six Shillings lawful money on demand and Interest (meaning the lawful Interest) for the same till paid. yet the said Downing tho often requested hath never paid the Contents of the said Note to the said Timothy or any part thereof but unjustly neglects to do it to the damage of the said Timothy six pounds. — the Plt. appears by Caleb Strong Esqr. Gent. his Attr. and the said Downing being three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Timothy do recover against the said Downing three pounds & three pence of lawful money Damages and Cost of Court taxed at one pound thirteen Shillings & ten pence and thereof he may have his Execn. Ex. issd 24th September 1773

Dwight vs Warner No. 183

Timothy Dwight of Northampton in the County of Hampshire Esq. Plt. vs. Thomas Thinne of Worthington in said County yeoman Deft. in a plea of the Case for that the said Thomas at Springfield aforesaid on the tenth day of Octob. A.D. 1765 by his note of that date for value recd promised the said Timothy to pay him the sum of Twenty pounds lawful money on or before the first day of Jany. A.D. 1767 with the lawful Interest of the said sum till paid. yet the said Thomas tho often requested hath not paid the Contents of the said note to the Plt. or any part thereof but unjustly neglects it to the damage of the said Timothy twenty pounds. the Plt. appears by Caleb Strong Esqr. Gent. his Attr. and the said Thomas tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Timothy do recover against the said Thomas three pounds ten Shillings & six pence of lawful money Damages & Cost of Court taxed at one pound fourteen Shillings & eight pence. & thereof

Idem vs Thinne No. 184

Timothy Dwight of Northampton in the County of Hampshire Esq. Plt. vs. Nathan Leonard of Worthington in said County Gent. Deft. in plea of Trespass on the Case for that the said Nathan at Springfield aforesaid on the third day of April A.D. 1768 by his note of that date for value recd promised the said Timothy to pay him three pounds lawful money on or before the first day of January then next and Interest for the same till paid. and also for that the said Nathan at Springfield aforesaid on the fifteenth day of July A.D. 1772 by his note of that date for value recd promised the said Timothy to pay him four pounds one Shilling lawful money on demand and Interest for the same till paid. yet the said Nathan tho often requested hath not paid the Contents of either of the said Notes to the Plt. but unjustly neglects it to the damage of the said Timothy

Idem vs Leonard No. 185

Dwight Esq. vs Leonard No. 185

Timothy twenty seven pounds. the Plt. appears by Caleb Strong Esq. Gent. his Atty. and the said Nathan tho three times publickly called dos not come into Court but makes Default of appearance here. Therefore it is Considered that the said Timothy do recover against the said Nathan twenty one pounds ten Shillings & nine pence of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings & Eight pence. & thereof &c

Dwight vs Daniels No. 184

Timothy Dwight of Northampton in the County of Hampshire Esq. Plt. vs. Nathaniel Daniels of Worthington in s. County Gent. Deft. in a plea of Trespass on the Case for that the said Nathaniel at Springfield aforesd. on the fifteenth day of Octobr. A.D. 1767 by his Note of that date for value recd. promised the said Timothy to pay him the sum of forty one pounds Eighteen Shillings lawful money on or before the first day of May then next & Interest for the same till paid. yet the said Nathaniel tho often requested hath not paid the Contents of the said Note to the Plt. nor any part thereof but unjustly neglects it to the damage of the said Timothy forty five pounds. this Plt. appears by Caleb Strong Esq. his Atty. & the said Nathaniel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Timothy do recover against the said Nathaniel twenty nine pounds nine Shillings & five pence of lawful money Damages & Cost of Court taxed at one pound Sixteen Shillings & four pence. & thereof &c

Dwight vs Morse No. 187

Timothy Dwight of Northampton in the County of Hampshire Esq. Plt. vs. Moses Morse of Worthington in s. County Yeoman Deft. in a plea of Trespass on the Case for that whereas the said Moses at Springfield aforesd. on the fifteenth day of September A.D. 1769 by his Note of that date for value recd. promised the said Timothy to pay him twenty four pounds five Shillings & two pence lawful money on or before the first day of May then next and Interest for the same till paid. yet the said Moses tho often requested hath not paid the Contents of the said Note to the Plt. nor any part thereof but unjustly neglects it to the damage of the said Timothy thirty pounds. the Plt. appears by Caleb Strong Esq. his Atty. and the said Moses tho three times publickly called dos not come but makes Default of appearance here. Therefore it is Considered that the said Timothy do recover against the said Moses twelve pounds four Shillings & two pence of lawful money Damages & Cost of Court taxed at one pound fourteen Shillings & two pence and thereof he may have Execn.

Dwight vs Ford No. 188

Timothy Dwight of Northampton in the County of Hampshire Esq. Plt. vs. Phinehas Ford of Worthington in s. County yeoman Deft. in a plea of the Case for that the said Phinehas at Springfield aforesd. on the twenty fifth day of June A.D. 1772 by his Note of that date for value recd. promised the said Timothy to pay him the sum of four pounds seven shillings & four pence lawful money on Demand with Interest till paid. yet the said Phinehas tho often requested hath not paid the same to the Plt. or any part thereof but unjustly neglects it to the damage of the said Timothy nine pounds. the Plt. appears by Caleb Strong Esq. his Atty. and the said Phinehas tho three times publickly called dos not come into Court but makes default of appearance here. Therefore it is Considered that the said Timothy do recover against the said Phinehas four pounds thirteen Shillings and seven pence of lawful money Damages and Cost of Court taxed at one pound Sixteen Shillings and six pence and thereof he may have Execn.

Execn. issd. 24th September 1773.

Jeremiah Cady of Gageborough in the County of Berkshire Gent. Plt. vs
John Hill the yound of Springfield in the County of Hampshire yeoman Deft. in
a plea of the Case for that the said John at Springfield aforesaid on the third
day of Octob.r Anno by his note of that date for value recvd promised the
said Jeremiah to pay him the sum of Three pounds and eighteen Shillings
lawful money on demand with Interest from the date of the said note
till paid. yet the said John tho often requested hath not paid the Contents of the
said note to the said Jeremiah or any part thereof but unjustly neglects & refu-
ses to the damage of the said Jeremiah five pounds. the Plt. appears by Caleb
Strong Esq.r his Att.y Gent. this Act.y and the said John tho three times publickly
called to come into Court doth not come but makes default of appearance
here. Therefore it is considered that the said Jeremiah do recover against
the said John two pounds four Shillings & Lawful money of Lawful mo-
ney Damages & Cost of Court taxed at three pound Eighteen & eight pence
and therefore he may have his Execn. Execn. issd 20th Septr. 1773.

Cady
vs.
Hill
Nr. 189

Nathan Mighills of Conway in the County of Hampshire Husbandman Plt. vs. Gershom Farnsworth of s.d Conway Husbandman Deft. in a plea of Trespass, wherein the said Nathan Complains that the said Gershom on the fourth day of May Anno Dom.i 1773 with force & arms the Cow of him the said Nathan of the price of five pounds of Lawful money then & there at Conway aforesaid, and also the Hat of him the said Nathan of the value of twenty shillings then & there at Conway took & carried away & other outrages to the same Nathan then and there did, contrary to Law against the peace of our Lord the King and to the damage of the said Nathan ten pounds. this Plt. appears by Caleb Strong Esq.r his Att.y Gent. and the said Gershom by Simeon Strong Esq.r his Att.y comes & defends &c and craves Liberty to plead any matter in Evidence that might be specially pleaded & says he is not Guilty in manner and form as the said Nathan in his Declaration hath alledged and thereof puts himself on the Country.
And the said Nathan consenting to the aforesaid Recognition likewise. —
Thereupon the Jurors of the Jury agreable to the form & effect of the Statute in this Case made and provided now at this time returned & impannelled being demanded likewise come who to say the truth concerning the premises being duly sworn declare upon their oath that the said Gershom is not Guilty in manner and form as the Plt. has alledged &c. Therefore it is Considered that the said Gershom do recover against the said Nathan his Costs taxed at four pounds four Shillings and six pence. and thereof &c

Farnsworth
vs.
Nr. 190

Excon. issd 14th Septr. 1773.

Isaac Robinson of Chesterfield in the County of Hampshire Physician Plt. vs. Benjamin Tupper of s.d Chesterfield Gent. Deft. in a plea of Trespass on the Case for that whereas the said Benjamin at Chesterfield aforesaid on the twenty fourth day of December last past by his Note of that date for value recvd promised the said Isaac to pay him three pounds nineteen Shillings and three pence on demand with Interest. And also for that whereas the said Benjamin at Chesterfield aforesaid on the twenty seventh day of April last past by his Note of that date for value recvd promised the said Isaac to pay him or his Order four pounds twelve Shillings on demand with Interest. And also for that the said Benjamin at Chesterfield aforesaid on the ninth day of March last past by his other note of that date for value recvd promised the said Isaac to pay him the sum of one pound ten Shillings at or before the first day of

Robinson
vs.
Tupper
Nr. 191

Robbinson vs Tupper No. 191

of May then next with Interest, yet the said Benjamin tho often thereto requested hath not paid the Contents of either of the Notes to the said Isaac or any part thereof but unjustly neglects it to the damage of the said Isaac twelve pounds. the Plt. appears by Caleb Strong Esqr. his Att. and the D. Benjamin tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the D. Isaac do recover against the said Benjamin eight pounds Six Shillings and Six pence of lawful money Damages & Cost of Court taxed at One pound nineteen Shillings & eight pence & thereof ex-

---

Pomeroy vs Ashley No. 192

Seth Pomeroy of Northampton in the County of Hampshire Esq. Plt. vs. Jonah Ashley of Northfield in s. County Gentleman and Deputy Sheriff under Solomon Hoddard Esq. Sheriff of said County Deft. in a plea of Trespass on the Case for that the said Jonah at Sunderland viz at Springfield aforesaid on the tenth day of August Anno Dom 1772 by his Note of that date for value received promised the said Seth to pay him or Order twenty pounds lawful (meaning lawful money) by the first day of May Anno 1772 with Interest from the first day of May then next following the date of the said Note. yet the said Jonah tho often requested hath not paid the Contents of the said Note to the Plt. or any part thereof but unjustly neglects to do it to the damage of the s. Seth twenty two pounds. the Plt. appears by Caleb Strong Junr Esqr. his Att. and the said Jonah tho three times publickly called doth not come in to Court but makes Default of appearance here.

Therefore it is Considered that the said Seth do recover against the s. Jonah seven pounds and four pence of lawful money Damages and Cost of Court taxed at One pound seventeen Shillings and ten pence as it thereof &c. Excon. is. 30th. Septr. 1773.

Haines vs Hasgues No. 194

Phinehas Haynes of Brimfield in the County of Hampshire yeoman Plt. vs. Silas Hasgues late of South Brimfield in s. County yeoman Deft. in a plea of the Case for that said Silas at Springfield aforesd. on 1st day of June last was Justly Indebted to s. Phinehas in the sum of twenty five pounds fourteen Shillings for Sundry articles of Merchandize bought & had of the Plt. to the Writ aforesaid and in Consideration thereof said Silas then and there assumed upon himself & to said Phinehas faithfully promised to pay him the same on demand. yet said Silas tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Phinehas forty pounds the Plt. appears by Joshua Upham Esq. his Att. and moves that this action may be continued the Deft. not appearing. and it is Considered that the said Parties have a day &c untill the second Tuesday of Novembr. next following s. last Tuesday of August aforesaid. —

Parks vs Morse No. 195

Moses Parks of Union in the County of Windham in the Colony of Connecticut yeoman Plt. vs. Nathan Morse of Sturbridge in the County of Worcester yeoman Deft. in a plea of the Case for that s. Nathan at Springfield aforesaid on the ninth day of Decembr. last past by his note of that date for value received promised & did assume to pay him Sixteen pounds lawful money on the first day of June then next with Interest for the same from and after the s. first day of

sume till paid. yet said Nathan tho often requested hath nuer paid the same or any part thereof but unjustly neglects it to the damage of the said Moses twenty pounds. the parties appear and now that this action may be continued. and it is Considerd that the said Parties have a day before the Lord the King here untill the Second Tuesday of November next following said last Tuesday of August aforesaid.

Ethelbert Child Esqr of Brimfield in the County of Hampshire yeoman Pltf. vs. Benjamin Ward of s.d Brimfield yeoman Deft. in a plea of the case for that said Benjamin at Springfield aforesaid on the thirteenth day of April last by his note of that date for value received promised the Pltf. to pay him or his Order Seven pounds Sterling on demand with Interest till paid. yet said Benjamin the aforequested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Ethelbert Twelve pounds. the Pltf. appears by Joshua Upham Esq. his Attr. and the said Benjamin tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Ethelbert do recover against the said Benjamin seven pounds Sterling and four pence of lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings and six pence. & thereof &c. Exr. is. 25th Septr. 1773.—

Child vs Ward No. 194

Nathan Aldis of Wrentham in the County of Suffolk Trader Pltf. vs. Nathan Gould of Conway in the County of Hampshire yeoman Deft. in a plea of the Case for that whereas the said Gould on the twentieth day of July A.D. 1772 at Springfield aforesaid by his note under his hand for value recived promised the said Aldis to pay him the sum of three pounds lawful money on demand with Interest for the same sum till paid. yet the said Gould tho requested hath never paid the same sum nor the Interest thereof but neglects it to the damage of the s.d Aldis nine pounds. the Pltf. appears by Joshua Upham Esq. his Attr. and the said Gould tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Aldis do recover against the said Gould three pounds five Shillings and six pence of lawful money Damages & Cost of Court taxed at two pounds fourteen Shillings. & thereof &c. Execn. is. 25th Septr. 1773.

Aldis vs Gould No. 199

Peter Johonnot of Boston in the County of Suffolk Esqr Pltf. vs. Joseph Patterson of Ware in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Joseph at s.d Springfield on the seventeenth day of December last past by his note of that date for value recived promised the said Peter to pay him or his Order fifty eight pounds eight Shillings and two pence lawful money on demand with lawful Interest for the same till paid. yet the said Joseph tho often requested hath not paid the same sum or the Interest of it but hitherto doth neglect to do it to the damage of the said Peter eighty pounds. the Pltf. appears by Jonathan Bliss Esq. his Attr. and the said Joseph tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Peter do recover against the s.d Joseph Sixty pounds Eighteen Shillings & eleven pence of lawful Money Damages and Cost of Court taxed at two pounds Seventeen Shillings & eight pence and thereof he may have his Execn. Execn. is. 25th Septr. 1773.

Johonnot vs Patterson No. 200

George Bates of Springfield in the County of Hampshire Gentleman Pltf. vs. Isaac Knowles of s.d Springfield yeoman Deft. in a plea of the Case for that whereas the said Isaac on the twenty ninth day of

Bates vs Knowles No. 201

Bales vs Snow No. 201

of November last at Springfield aforesaid in Consideration that the said George at the Special Instance and request of the ps. Saber would deliver the said Saber twenty four pair of Shoes of the ps. George to be carried by the said Saber from Springfield aforesaid to the Dutch Country a place so called in the Province of New York and there to be sold and Merchandized by and for the said Saber for the benefit & profit of the said George and the proceeds & money arising by ps. Saber Merchandize aforesaid of ps. Shoes to be remitted & paid by the ps. Saber to Messrs Phyn & Ellice Merchants trading in Company in the Town of Albany in ps. Province of New York for the use & benefit of said George for hire and Reward to be therefore paid by the ps. George to the ps. Saber and such part of ps. Shoes as should remain unsold to be delivered to said Phyn & Ellice for ps. George as ps. George should then and there fail to pay & deliver the said Saber would carry the same twenty four pair of Shoes from Springfield aforesaid to the place aforesaid called the Dutch Country and there sell and Merchandize the same for the benefit & profit of the said George and would pay the proceeds & money thereby arising to the said Phyn & Ellice for the use of ps. George, and deliver such part of said Shoes as should remain unsold to the ps. Phyn & Ellice for the use and benefit of ps. George and all tho the ps. George giving Credit to the promise aforesaid of said Saber afterwards viz. on the same day and year at Springfield delivered to the said Saber the ps. 24 pair of Shoes which the Pltf. says were then & there of the value of seven pounds & four Shillings Lawful money) for the purpose above and all tho the said Saber afterwards viz. the same day and year carried the ps. 24 pair of Shoes so delivered to him as aforesaid from Springfield aforesaid to the Dutch Country aforesd and there sold fifteen pair of ps. Shoes of the value of five pounds & five Shillings part thereof Nevertheless the said Saber did not sell or Merchandize the residue of said Shoes or any part of them for the benefit and profit of ps. George at the Dutch Country aforesaid or elsewhere, nor did he pay any money or other proceeds from the sale of ps. Shoes arising to the said Phyn & Ellice for the use of ps. George nor did he deliver the same Shoes or any part of them to the ps. Phyn & Ellice for the use of said George or has he in any manner accounted for the same or ~~satisfied~~ fulfilled his promise aforesaid tho often thereto requested but the neglects and refuses to do it. Also for that the said Saber there afterwards on the same day being indebted to the said George in another Sum of Seven pounds four Shillings like money for the like Sum of money of the ps. George before that time by the said Saber had and received for the use of the said George, he the said Saber then and there in Consideration thereof promised the said George to pay him the same on Demand yet the said Saber tho often requested hath not paid the same but neglects to do it to the damage of the ps. George nine pounds. the Pltf. appears by Jonathan Bliss Esq his Attr. and the said Saber tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said George do recover against the ps. Saber Seven

pounds. four Shillings of lawful money Damages and Cost of Court laid at One pound fourt. Shillings and Eight pence. & Thereof &c. Ex. is: 25th. Sept. 1773

Day vs Leonard N.203

Thomas Day of Springfield in the County of Hamshire yeoman Plt. vs. David Leonard of Springfield aforesd yeoman & Depute Sheriff under Solomon Stoddard Esq. Sheriff said County Deft. in a plea of Replevin for that the said David Leonard he on the thirteenth day of July Dr 1773 at a place called Luke Day's pasture in Springfield aforesaid took two red Oxen about ten years old each and of the price of fourteen pounds and ten Shillings each, and two several Heifers about three years old each and of the price of twelve pounds each belonging to the Plt. and drove them away and impounded them in his the D. David's Barn yard in said Springfield and in the said Pound them unjustly detained against pledges and Sureties till this day which is to the damage of the said Thomas fifty pounds. the Plt appears by Jonathan Ellis Esq his Att. and the said David by Simeon Strong Esq his Att. comes here and prays an Imparlance untill the next Term saving liberty to plead the property of a third person in Abatement &c and it is granted him and the said Parties have a day &c accordingly untill the second Tuesday of November next following said last Tuesday of August aforesaid.

Pease vs Craft N.204

Aaron Pease of Enfield in the County of Hampshire Trader Plt. vs. Moses Craft of Monson in said County yeoman Deft. in a plea of Debt &c as per Writ on file, the Plt. being three times publickly called is Nonsuit and the s. Moses likewise Defaulted &c.

White vs Shaw N.205

Thomas White the second of Southhadley in the County of Hampshire yeoman Plt. vs. Isaac Shaw of Springfield in said County yeoman Deft. in a plea of the Case for that the s. Isaac on the sixteenth day of June Dr 1772 at s. Springfield by his Note of that date for value recived promised the s. Thomas to pay him or Order nine pounds and four Shillings lawful money on demand with Interest meaning lawful Interest for the same till paid & the said Isaac though often requested hath not paid the same nor the Interest of it but the same refuses and refuses to do it to the damage of the said Thomas two pounds the Plt. appears by Jonathan Ellis Esq his Att. and the said Isaac the three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Thomas do recover against the said Isaac four pounds six Shillings & Eleven pence lawful money Damages & Cost of Court laid at One pound eight Shillings and five pence. and thereof &c Execution is: 6th. Oct. 1773.

Day vs Hall N.206

Benjamin Leonard Junr. of Springfield in the County of Hampshire yeoman Plt. vs. Silas Hall of Springfield aforesaid yeoman Deft. in a plea of the Case for that the said Silas on the fourteenth day of Febry A.D. 1769 at Springfield aforesaid by his note of that date for value recived promised the said Benjamin to pay him two pounds eight Shillings and nine pence two farthings lawful money on demand with interest (meaning lawful Interest) till paid. and for that the said Silas afterwards viz. on the twenty fourth day of August last past by his other note for value recived promised the said Benjamin to pay him another sum of two pounds five Shillings and eight pence like money on demand with interest (meaning like lawful Interest) till paid, and the said Silas tho often requested hath not paid the several sums aforesaid or either of them or the Interest of either of them but the same refuses & refuses to do it to the damage of the said Benjamin nine pounds. the Plt. ap-

Leonard vs Morgan No 206

appears by Jonathan Bliss Esq. his Attt. and the Defr. Cites tho' three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Benjamin do recover against the said Elias four pounds ten shillings lawful money Damages & Cost of Court taxed at One pound five Shillings & Eleven pence & thereof. Ex. is. 15th Sept. 1773

Green vs Flower No 207

George Green of Barton in the County of Suffolk Merchant Pltf. vs. Elisha Flower of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the Defr. Elisha on the eighth day of Febry last at Springfield aforesaid by his Note under his hand for value received promised to pay one Benjamin Leonard Junr. or Order two pounds Eleven Shillings & five pence lawful money on demand with Interest till paid. and the Defr. Benjamin there afterwards on the same day by his Indorsement on the same Note ordered the Contents thereof then unpaid to be paid to the said George value received. of all which the said Elisha then and there had Notice and thereby became liable to pay the Contents of s.d Note to the said George & then and there in Consideration of the premises promised the said George to pay him the same accordingly on Demand. yet the said Elisha tho often requested hath not paid the same or any part thereof but wrongfully & refuses to do it to the damage of the said George Five pounds. the Pltf appears by Jonathan Bliss Esq. his Att.y and the said Elisha tho three times publickly called doth not come into Court but makes Default of appearance here. — Therefore it is Considered that the said George do recover against the said Elisha two pounds thirteen Shillings and one penny lawful money Damages & Cost of Court taxed at two pounds two Shillings and eight pence. and the Defr. Execution. is. 5th September 1773. —

Shoubrook vs Carrol & al No 208

John Shoubrook of South Brimfield in the County of Hampshire yeoman Pltf. vs. George Carrol yeoman & Thomas Walcutt Physician both of s.d South Brimfield Defts. is a plea that they render to him Sixty pounds of lawful money which the Defrs. George and Thomas owe to the said John and unjustly detain from him for this to wit that whereas the said George & Thomas on the nineteenth day of January last past at South Brimfield aforesaid by their certain writing obligatory sealed with the seal of the Defrs. George and Thomas and in Court to be produced the date whereof is on the same day & year aforesaid & thereunder to be bound to the Defr. John in the said Sixty pounds. to be paid to the said John when they the Defrs. George and Thomas should be thereunto required. Nevertheless the Defrs. George and Thomas although required have not paid the said Sixty pounds to the said John nor any part thereof but they have hitherto refused & still do refuse & refuse to pay him the same to the damage of the said John Sixty pounds. the Pltf appears by Jonathan Bliss Esq. his Att.y and the said George & Thomas by Hopkins Bliss Esq. their Att.y come here and confess the forfeiture of the Bond praying an Equitable Chancery & afterwards move that the Cause may be continued & the Pltf. not objecting it is Considered that the said Parties have a day &c until the second Tuesday of November next following & the last Tuesday of August aforesaid.

Field vs Colton No 211

Moses Field of Springfield in the County of Hampshire yeoman Pltf. vs. Samuel Colton of Greenwich in s.d County—

yeoman Deft. in a plea of the Case for that the said Samuel on the eighth day of December 1725 at Springfield aforesaid by his note of that date for value received promised the said Miles to pay him five pounds eight shillings as lawful money with interest ensuing Annual Interest for the same within six months from the date aforesaid of said note, yet the said Samuel tho often requested and tho that time is elapsed hath not paid the same nor the Interest of it but he neglects to do it to the damage of the Pltf. thirty nine pounds. the Pltf. appears by Jonathan Bliss Esq. his Attr. and the said Samuel tho three times publickly called doth not come but makes Default of appearance per. Therefore it is considered that the said Miles do recover against the said Samuel six pounds Eighteen Shillings & eight pence of lawful money Damages and Cost of Court taxed at One pound nine Shillings and ten pence, and thereof &c. Execution issued 25th Septr 1713.

---

yeoman Pltf. vs. Asher Granger of Springfield in s^d County yeoman & and John Wright of s^d Granville yeoman Deft. in a plea of the Case for that the said Asher and John on the twenty day of September last past at Granville aforesaid being Indebted to the said George in thirteen pounds twelve shillings & seven pence lawful money for the like Sum of money of the said George there before that time had and received by the said Asher and John for the use of the said George they the said Asher & John then and there in Consideration thereof promised the said George to pay him the same on demand. Also for that whereas the said Asher & John then afterwards the same day in Consideration that the s^d George had then before that time at the Special Instance and request of the s^d Deft. said George delivered to the said Asher & John other thirteen pounds lawful Silver & Gold aforesaid the same money to be by them merchandized expended and laid out in the purchase of a Publick Horse for the profit benefit and best advantage of said George and to be accounted for whenever they should be afterwards requested, assumed on themselves and then and there promised the said George to merchandize expend & lay out the same in the purchase of a Publick Horse for the profit benefit and best advantage of the said George within a reasonable time afterwards and to render an Acct thereof to the said George whenever afterwards they should be thereto requested, and the said George avers that they have long since had reasonable and sufficient time for the purpose aforesaid yet the s^d Asher & John tho often requested have not merchandized expended or laid out the same Sum in the purchase of a horse for the profit benefit and advantage of the said George nor rendered him any Acct thereof or either of the Sums aforesaid nor have they paid him the several Sums aforesaid nor either of them nor have they any way fulfilled their several promises aforesaid or either of them nor has either of them done it but they have hitherto refused and still do neglect and refuse to do it to the damage of the said George fifteen pounds. the Parties appear and agree to refer their Actions to the final determination and Award of Timothy Robinson Esq. Josiah Chapin Gleazen and David Hascomb or any two of them (Arbitrators mutually elected and accepted by the said Parties) to be made upon the premises and returned into this Court so soon as may be and the said Parties have a day before the Lord the King here on the third Tuesday of Novemb^r next following s^d last Tuesday of August aforesaid.

Pynchon vs Granger & Vs 212

Supreme Judicial Court
Pebbles
No 213

George Pynchon of Granville in the County of Hampshire yeoman Pltf. vs. John Harvey Pebbles of Granville yeoman Deft. in a plea of the case for that the said John Harvey on the eleventh day of August instant at Granville aforesaid being indebted to the said George in five pounds one shilling and five pence lawful money to discharge and satisfy to the said George upon request then before that time had and delivered by said George unto said John Harvey at his special instance request the said John Harvey then and there in consideration thereof promised the said George to pay him the same when demanded. Also for that whereas the said John Harvey thereafter main on the same day in consideration that the said George did there before that time at the like special instance and request of the said John Harvey sold and delivered to the said John Harvey divers other goods and wares and merchandizes by the said George at the time of the sale and delivery thereof were reasonably worth on demand and the said George avers that the same Goods & wares at the time of the sale & delivery thereof were reasonably worth the further sum of nine pounds lawful money at Granville aforesaid whereof the said John Harvey then & there had notice yet the said John Harvey tho often requested hath not paid the several sums aforesaid or either of them but hitherto neglects and refuses to do it to the damage of the said George nine pounds. tho Pltf appears by Jonathan Bliss Esq. his Att? and the said John Harvey tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered that the said George do recover against the said John Harvey five pounds one shilling & five pence lawful money damages and cost of Court taxed at four pounds two shillings. — and thereof he may have his Execution &c. Decem. 25th Sept. 1773. —

Daniel Merrills of Hartford
Miller
No 214

Daniel Merrills yeoman and George Merrills yeoman both of Hartford in the County of Hartford and State aforesaid Pltf. vs. Seth Miller of Springfield in the County of Hampshire yeoman Deft. in a plea of the case for that the said Defendant on the twenty sixth day of January last past at Springfield aforesaid by his note of that date for value received promised the said Pltfs to pay them or order seven pounds ten shillings & one penny lawful money as Damages with lawful Interest for the same till paid. yet the said Seth the said Defendant hath not paid the said sum or the Interest of it but him neglects it to the damage of the said Daniel & George twelve pounds &c. the Pltfs appear by Jonathan Bliss Esq. their Att? and the said Seth tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is considered that the said Daniel & George do recover against the said Seth seven pounds fifteen shillings & three pence of lawful money Damages & Cost of Court taxed at four pounds thirteen shillings and eight pence and thereof &c. Decem. 25th Septemb. 1773. —

Bagg
of
Lucas
No 215

Moses Bagg late of Springfield in the County of Hampshire Blacksmith Pltf. vs. Jeremiah Lucas of Springfield aforesaid Yeoman Deft. in a plea of the case for that the said Jeremiah on the fourth day of May last past at Springfield aforesaid by his note of that date for value received promised the said Moses to pay him or order Six pounds ten Shillings and Six pence lawful money on De-

mand with Interest for the same till paid. yet the said Jeremiah tho often requested hath not paid the same Sum or the Interest of it but neglects so to do it to the damage of the said Nathaniel three pounds. the Plt. appears by Jonathan Bliss Esq. his Att. and the said Jeremiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered that the said Nathaniel do recover against the said Jeremiah six pounds twelve Shillings lawful money Damages and Cost of Court taxed at one pound Eighteen Shillings & Six pence and therefor &c. Exon. ss. 25th September 1773.

Nathaniel Gilbert Esq. late of Middletown in the County of Hartford and Province of Connecticut Gentleman and now a Prisoner in the Gaol of said County of Hartford, and an Infant under the age of twenty one years who sues by Jonathan Bliss Esq. his next friend Plt. vs. Jeremiah Smith of Springfield in the County of Hampshire Goldsmith Deft. in a plea of the Case or that he the said Jeremiah on the twenty fifth day of December last past at Springfield aforesaid by his note of that date for value received promised the said Nathaniel to pay him Six pounds twelve Shillings lawful money on demand with Interest for the same till paid. And also for that the said Jeremiah there afterwards on the twenty ninth day of July instant by his other Note under his hand for value received promised the said Nathaniel to pay him another Sum of six pounds twelve Shillings like money on demand and the lawful Interest of the same from and after the twenty fifth day of December last past till paid. yet the said Jeremiah tho often requested hath not paid the several Sums aforesaid or either of them or the Interest of either of them but to the neglect &c. also for that the said Jeremiah there afterwards on the same twenty ninth day of July instant by his other note for value received promised the said Nathaniel to pay him another Sum of six pounds twelve Shillings like money on demand with Interest till paid yet the said Jeremiah tho often requested hath not paid the same Sums or the Interest of it but neglects & refuses to do it to the damage of the said Nathaniel nine pounds. the Plt. appears by Jonathan Bliss Esq. his Att. and the said Jeremiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered that the said Nathaniel do recover against the said Jeremiah six pounds twelve Shillings and six pence of lawful money Damages and Cost of Court taxed at one pound Eighteen Shillings and Six pence and thereof &c. Exon. ss. 25th September 1773.

Gilbert vs Snow V. 216

George Pynchon of Springfield in the County of Hampshire Gent. Plt. vs. Thomas Hancock of S. Springfield yeoman Deft. in a plea of the Case or that the said Thomas on the nineteenth day of May 1772 at Springfield aforesaid by his note for value received promised the said George to pay him or bearer four pounds & nineteen Shillings lawful money on demand with Interest till paid. yet the said Thomas tho often requested hath not paid the same Sum or the Interest of it but neglects & refuses to do it to the damage of the said George nine pounds. the Plt. appears by Jonathan Bliss Esq. his Att. and the said Thomas tho three times publickly called to come into Court doth not come but make Default of appearance here. Therefore it is considered by the Court that the said George do recover against the said Thomas five pounds Six Shillings & eight pence of lawful money Damages and Cost of Court taxed at one pound three Shillings & Six pence & thereof &c. Exon. ss. 25th September 1773.

Pynchon vs Hancock V. 217

Bliss vs Hopkins No. 218

Luke Bliss of Springfield in the County of Hampshire yeom. Pltf. vs Timothy Hopkins of said Springfield yeom. Deft. in a plea of the Case &c. that the said Timothy on the seventh day of August last past at Springfield aforesaid by his note for value recived promised the said Luke to pay him ten pounds & Eleven Shillings & ten pence half penny lawful money on demand with Interest on said lawful money till the same should be paid, yet the said Timothy tho often requested hath not paid the same and also for that the said Timothy at said Springfield on the first day of July instant being Indebted to the said Luke in another sum of thirty two shillings and two farthings & for money accounted to the said Luke annexed to the Writ he the said Timothy there and then in consideration thereof promised the said Luke to pay him the same on demand yet the said Timothy tho often requested hath not paid the same but neglects and refuses to do it to the damage of the said Luke Eighteen pounds. the Plt. appears by Jonathan Bliss Esq. his Att. and the said Timothy tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered that the said Luke do recover against the said Timothy twelve pounds Seventeen Shillings and Seven pence of lawful money Damages and Cost of Court taxed at One pound four Shillings & two pence, and thereof he may have Execution &c. Sept. 25th. 1773.

Gatton vs Hancock No. 219

Samuel Gatton of Springfield in the County of Hampshire yeoman Pltf. vs. Thomas Hancock of S. Springfield yeoman Deft. in a plea of the Case for that the said Thomas on the fifth day of March A.D. 1768 at said Springfield by his note for value recived promised the said Samuel to pay him Thirteen pounds three Shillings & three pence lawful money on demand with lawful Interest till paid yet the said Thomas tho often requested hath not paid the same but neglects & refuses to do it to the damage of the said Samuel twenty pounds. the Plt. appears by Jonathan Bliss Esq. his Att. and the said Thomas tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Samuel do recover against the said Thomas fifteen pounds Eighteen Shillings and three pence of lawful money Damages & Cost of Court taxed at five pounds 5/10 and thereof &c. Execution &c. Sept. 1773.

Woolworth vs Hancock No. 220

Richard Woolworth of Springfield in the County of Hampshire yeoman Pltf. vs. William Hancock of S. Springfield yeoman Deft. in a plea of the Case for that the said William on the twenty first day of April last past at S. Springfield by his note of that date for value recived promised the said Richard to pay him three pounds three Shillings and six pence lawful money on demand with Interest till paid yet the said William tho often requested hath not paid the same to the damage of the said Richard Twenty pounds. the Plt. appears by Jonathan Bliss Esq. his Att. and the said William tho three times publickly called makes Default of appearance here. Therefore it is Considered that the said Richard do recover against the said William two pounds nineteen Shillings & seven pence of lawful money Damages and Cost of Court taxed at 25/0 & thereof &c. Execution &c. 5th Sept. 1773.

Spruhen vs Hancock No. 221

George Spruhen of Springfield in the County of Hampshire yeom. Pltf. vs. Abel Hancock of S. Springfield yeoman Deft. in a plea of the Case for that the said Abel on the fourteenth day of August A.D. 1771 at S. Springfield by his note of that date for value recived promised the said George to pay him or Order two pounds & fourteen Shillings

lawful money on demand with lawful Interest for the same till said
yet the said Abel tho' often requested hath not paid the same or any
wage of the said George Six pounds. the Pltf. appears by Jonathan Bliss Esq.
his Attr. and the said Abel tho' three times publickly called doth not come
into Court but makes Default of appearance here. Therefore it is con-
sidered that the said George do recover against the said Abel three pounds
and seven pence of lawful money Damages & Cost of Court taxed at
One pound 3/6 and Execution. Execution issued 5th September 1775

George Lyman of Granville in the County of Hampshire yeoman Pltf. } Lyman
John Fox of Springfield in said County Labourer Deft. } vs
Fox
v.222

in a plea of the Case for that the said John on the fourteenth day of October
last at said Springfield became Indebted to the said George in five pounds six
teen Shillings & four pence lawful money to satisfy and pay unto the said George
to the Acceptance of the said John then and there in Consideration thereof
promised the said George to pay him the same on demand. Also for that whereas
the said John there afterwards on the same day on Consideration that the
said George had there before that time at the special Instance & request of
John sold and delivered to said John divers Goods Wares & Merchandizes
than those in the Count first specified & before mentioned. of him Don him
self and then and there promised the said George to pay him so much
money as the same Goods Wares & Merchandizes were at the time of the sale & delivery thereof
reasonably worth in Damages. and the Pltf. avers that the same Goods Wares were
at the time of the sale & delivery thereof reasonably worth other twenty pounds
twelve Shillings & four pence lawful money at Springfield aforesaid which
the said John then and there had & received. yet the said John tho often re-
quested hath not paid the several sums aforesaid or either of them but the
neglects to do it to the damage of the said George nine pounds. the Pltf.
appears by Jonathan Bliss Esq. his Attr. and the said John tho three
times publickly called doth not come but makes Default of appearance
here. Therefore it is considered that the said George do recover against
the said John five pounds Sixteen Shillings & four pence lawful
money Damages & Cost of Court taxed at Three pounds nine Shillings
and Six pence. Execution issued 5th September 1775.

Silas Rogers yeoman and Margaret Rogers Widow both of } Rogers &c.
Springfield in the County of Hampshire Executors of the last Will & Testa- } vs
ment of Elijah Rogers late of Springfield yeoman deced. Pltfs. in a } Miller
Miller of Springfield yeoman Deft. in a plea of the Case for that the } v.223
said Mans on the first day of March A.D. 1769 at Springfield aforesd. being
Indebted to the said Elijah then living in the sum of thirteen pounds
and ten Shillings lawful money for sundry Goods Wares & Merchandizes
there before that time sold and delivered to him the said Mans at his in-
stance & request by the said Elijah in his life time & the said Mans
then and there in Consideration thereof there & then undertook & on himself and
promised the said Elijah then living to pay him the same on demand.
also for that the said Mans there afterwards on the same day & in the
life time of the said Elijah being indebted to the said Elijah in another
sum of thirteen pounds ten Shillings lawful money for work labour and
service then before that time done & performed by the said Elijah for the
said Mans at his & their special Instance & request in the same place
and there in Consideration thereof promised the said Elijah then liv-
ing to pay him the same on demand. also for that the said Mans
there afterwards on the same day being Indebted to the said Elijah
then living in other thirteen pounds ten Shillings lawful money for

Rogers Exr.
vs
Miller
No. 223

for the like Sum of money by the said Elijah before that time at the like special Instance & request of the said Mors to him and for his use laid out advanced & paid he the said Mors then & there in Consideration thereof promised the said Elijah then living to pay him the same Sum on demand. also for that the said Mors afterwards on the same day being Indebted to the s.d Elijah then living in other thirteen pounds & ten Shillings like money for the like Sum of money of the said Elijah in his life time before that time had and received by the said Mors to the use of the said Elijah he the said Mors then & there in Consideration thereof promised the said Elijah then living to pay him the same Sum on demand. also for that whereas the said Mors afterwards on the same day in the life time of the said Elijah in Consideration that at the said Elijah had there before that time sold & delivered to the said Mors at his the said Mors's special Instance & request divers other Goods Wares & Merchandizes to the said Mors sold & delivered to the said Mors at his the said Mors's special Instance & request divers other Goods Wares & Merchandizes he the said Mors undertook & then & there promised the said Elijah then living to pay him so much money as the same Goods & were at the time of the sale & delivery thereof reasonably worth on demand. and the Pltff in fact say that the same Goods & were at the time of the sale & delivery thereof reasonably worth other thirteen pounds & ten Shillings viz.t at Springfield aforesaid whereof the said Mors then & there had notice. also for that whereas the said Mors afterwards on the same day in the life time of the said Elijah in Consideration that the said Elijah had there before that time at the like special Instance and request of the said Mors done & performed for the s.d Mors other Work Labour & Service Assumed on himself & then and there promised the said Elijah then living to pay him so much money as for the same Work & he reasonably deserved to have on demand, and the s.d Pltff saith that the said Elijah did reasonably deserve to have of the s.d Mors for the same Work & other thirteen pounds & ten Shillings like money viz.t at said Springfield whereof the said Mors then & there had notice yet the said Mors (tho often requested both by the said Elijah in his life time and by the Pltff Exr.s as afores.d after the death of the said Elijah) has not paid the several Sums aforesaid or either of them either to the said Elijah in his life time or to the Pltff after s.d Elijah's death or to either of them but the said Mors hath altogether refused to pay the same or any part thereof to the s.d Ife & Margaret to the damage of the said Ife & Margaret two hundred pounds. the Parties come here and agree to refer this Cause & all demands to the Determination of Mess.rs Jonathan White Daniel White & Isaac Morgan or any two of them. and Benjamin Day & Margaret Jones Exr.s of the last Will and Testament of Cornelius Jones decd by Justice Elsworth their Att.y appear & pray that they may be made parties with the Deft to this Rule & Submission and agree to submit all Actions Judgments and demands between the s.d Rogers Exr.s & the s.d Jones's Exr.s to the Determination of the Referees aforenamed so that Judgment be made agreable to the Award of the Referees & Jones's Exr.s & Rogers's Exr.s agreed to be submitted to the same Referees & Mors Miller made a parly with the Pltff to this Rule &

and the said Parties have a day &c until the second Sunday of November next following said last Sunday of August aforesaid.

Merrells vs Parmeter No. 224

Daniel Merrells of Hartford in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Joseph Parmeter late of Springfield in the County of Hampshire yeoman Deft. in a plea of the case for that the said Joseph on the twenty third day of January last past at Springfield aforesaid by his note for value recvd promised the said Daniel to pay him or his Order two pounds fourteen Shillings and three pence lawful money on Demand with Interest for the same till paid. yet the said Joseph the often requested hath not paid the same Sum or the Interest of it but he neglects & refuses to do it to the damage of the said Daniel seven pounds. the Plt. appears by Jonathan Bliss Esq. his Att! and the said Joseph tho' three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Daniel do recover against the said Joseph two pounds fourteen Shillings of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings & six pence and the said Joseph may have his Execution. Execution issued 25th September 1773.

Church vs Lamb No. 225

Earl Church of Sheffield in the County of Berkshire yeoman Plt. vs. Gad Lamb of Springfield in the County of Hampshire yeoman Deft. in a plea of the case for this to wit that whereas the said Gad at said Springfield on the twenty sixth day of April A.D. 1773 by his note of that date for value recvd promised the said Earl to pay him or his Order five pounds lawful money by the first of May Ensuing the first day of April then next ensuing the date of said Note with Interest. yet the said Gad hath never paid the same Sum or any penny thereof but neglects & refuses to fulfill his said promise to the damage of the said Earl seven pounds the Plt. appears by John Worthington Esq. his Att! and the said Gad tho' three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Earl do recover against the said Gad five pounds two Shillings & five pence of lawful money Damages & Cost of Court taxed at one pound eight shillings and six pence and Execution issued 25th September 1773.

Clark vs Scott No. 226

Samuel Clark of East Windsor in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Miles Scott of Brimfield in the County of Hampshire yeoman Deft. in a plea of the case for that the said Miles at said Brimfield on the twelfth day of August A.D. 1771 by his Note of that date for value recvd promised the said Samuel to deliver him at Lovejoys Ensuing at Lovejoys Dwelling House at the head of the falls in Enfield one thousand of Good Boards by the twentieth day of July then next which Boards at the place of delivery the Plt. says would have been well worth fifty Shillings at any time from the making said Note to the time they should have been delivered as aforesaid. and the said Samuel says he was always ready to receive the said Boards at said Lovejoys the place of delivery aforesaid. yet the said Miles the often requested hath never delivered the same or any way fulfilled his promise but unjustly neglects & refuses

Peake vs Platt No 226

to the damage of the said Samuel three pounds. The Plt. appears by John Worthington Esq. his Att.y and the said Moses tho' three times openly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Moses two pounds of lawful money Damages and Costs of Court taxed at one pound twelve Shillings and this penal, and thereof he may have his Execution. Execution is? 25th? September 1773.

Smith vs Nye No 227

James Smith of Salem in the County of Hampshire Yeoman Plt. vs. Samuel Nye of Ware in s.d County yeoman Deft. in a plea of the Case for that said Samuel at said Springfield on the Eighteenth day of February Instant by his note of that date for value received promised s.d James to pay him four pounds six shillings six months from the date of said note with Interest from the thirteenth day of said date of said note until paid remaining wholly unpaid Interest aforesaid from thence to the twenty day of April then next till said sum should be paid said Samuel tho often requested hath never paid s.d his s.d promise but unjustly neglects it to the damage of the s.d James Eight pounds. The Plt. appears by John Worthington Esq. his Att.y and the said Samuel tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said James do recover against the s.d Samuel Six pounds and four pence of lawful money Damages & Cost of Court taxed at One pound twelve Shillings and thereof he may have his Execution. — — Execution is? 25th? September 1773. —

Johnson et al vs Nurse No 228

Peter Johnson & Ebenezer Seaver both of Boston in the County of Suffolk Merchants Jointly negotiating & using commerce in Company together Plt.s vs. Francis Nurse of Worcester in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Francis on the twentieth Day of March last past at said Springfield being justly indebted to the said Peter & Ebenezer the Plt.s in the Sum of fifty two pounds thirteen Shillings & Six pence three farthings to ballance Acct. for Rum and other Spirits according to the Acct. to the Writ annexed he the said Francis then & there in Consideration thereof promised the said Peter and Ebenezer to pay them the same sum on demand — Also for that whereas at Springfield on the same twentieth day of March last past the said Francis in Consideration that the Plt.s at his special Instance & request had then before that time sold & delivered to him thirty Barrels of Rum and two Barrels of Cordials other than Wine in the aforementioned Acct. specified assumed on himself and to the? Plt.s then and there faithfully promised that so much money as the same Rum & Cordials last mentioned were reasonably worth at the time of the sale & delivery thereof he would well and truly pay to the Plt.s whenever he should be afterwards thereto requested and the? Plt.s say that the same Rum & Cordials at the aforesaid time of the sale & delivery thereof were well worth ~~thirty~~ ninety two pounds Six Shillings & Ten pence three farthings of which the said Francis then & there had notice and that the? Francis has paid to the Plt.s thirty nine pounds thirteen Shillings & four pence part of the sum

aforesaid last promised them and no more, and that he has never paid any part of the sum aforesaid first promised nor any way fulfilled either of his said promises but unjustly neglects it to the damage of the said Peter and Ebenezer one hundred pounds. the Pltf. appears by John Worthington Esq. their Attr. and the said Granniss although three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Peter and Ebenezer do recover against the said Granniss fifty two pounds thirteen Shillings. and six pence three farthings of lawful money Damages & Cost of Court taxed at three pounds three shillings. and two pence. and thereof &c. Execn. is. 29th September 1793.

Samuel Hoit of Wethersfield in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Ebenezer Nash of Granby in the County of Hampshire yeoman Deft. in a plea of the case for that said Ebenezer at S. Springfield on the Eleventh day of May A.D. 1785 by his note of that date for value recd. promised said Samuel to pay and deliver to him twelve Bushels of good & merchantable Wheat and fourteen Bushels of good and Merchantable Indian Corn within three months from the date of said Note and the said Samuel says that said Wheat would then have been worth five Shillings pr Bushel & the said Indian Corn worth three Shillings pr Bushel, yet the D. Ebenezer tho often requested never delivered the D. Wheat or Corn or any part of either of them to said Samuel tho he was always ready to receive them but said Ebenezer hath wholly neglected & refused and still unjustly neglects & refuses to deliver the same to the Damage of the said Samuel six pounds. the Plt appears by John Worthington Esq. his Attr. and the said Ebenezer tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the D. Samuel do recover against the D. Ebenezer five pounds ten Shillings of lawful money Damages & Cost of Court taxed at one pound four ten Shillings & thereof &c Execn. is. 27th September 1793.

Israel Williams of Hatfield in the County of Hampshire Esq. Judge of the probate of Wills & granting Administrations in said County Plt. vs. Asahel Gunn of Montague in the County of Hampshire yeoman Deft. in a plea that D. Asahel render to said Israel the sum of five hundred pounds which to him he owes and from him unjustly detains and whereon P. Israel says that at S. Springfield on the sixth day of June 1793 the D. Asahel by his Bond under his hand and Seal of that date in Court to be produced bound and obliged himself to said Israel in the said sum of five hundred pounds to be paid him on Demand. yet said Asahel tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Israel five hundred pounds. the Plt. appears by John Worthington Esq. his Attr. and the said Asahel tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Judge of Probate do recover against the said Asahel four ten pounds six Shillings & seven pence of lawful money Damages & Cost of Court taxed at One pound Seventeen Shillings and thereof he may have Execn. Exon. is. 4th January 1794

Hoit vs Nash No 229

Williams Esq. vs Gunn No 230

Cabot vs Robinson No. 231

Sebastian Cabot of Killingsly in the County of Windham and Colony of Connecticut yeoman Plt. vs. Dan Robinson of Granville in the County of Hampshire Province Deft. in a plea of the Case for that S. Dan at said Springfield on the twenty third day of Decemb. last past by his Note in writing under his hand of that date for value received promised Sd. Sebastian to pay him or his order ten pounds eight Shillings lawful money on demand with the lawful Interest for the same till paid yet said Dan the afores. hath never paid the same or any part thereof but unjustly neglects it to the damage of the Sd. Sebastian twenty pounds. the Plt. appears by John Worthington Esq. his Attr. and the said Dan. tho' three times publickly called to come into Court doth not come but makes Default of appearance here Therefore it is Considered that the said Sebastian do recover against the said Dan ten pounds Sixteen Shillings & nine pence lawful money Damages & Cost of Court taxed at two pounds three Shillings & eight pence. & thereof &c. Exon. in. 29th. Sept. 1773. —

Morgan vs Winchester No. 232

Stephen Morgan of Springfield in the County of Hampshire yeoman Plt. vs. Mary Winchester of Brookline in the County of Suffolk Widow & Relict of Isaac Winchester late of Sd. Brookline yeoman decas. & Administratrix on Sd. Isaacs Estate Deft. in a plea of the Case for that said Isaac at Sd. Springfield on the sixteenth day of April Dr 1770 by his note of that date for value received promised said Stephen to pay him fifteen pounds six Shillings & eight pence on demand with lawful Interest for the same till paid. yet the said Isaac tho often requested never paid the same or any part thereof while he lived nor hath the said Administratrix ever paid the same since said Isaacs Death tho She hath been often requested to do it but She unjustly neglects & refuses to do it to the damage of the said Stephen twenty pounds. the Plt. appears by John Worthington Esq. his Attr. and the said Mary tho' three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Stephen do recover against the said Mary ten pounds Sixteen Shillings & four pence lawful money Damages & Cost of Court taxed at two pounds one Shilling & eight pence & thereof &c. Exon. in. 29th. Sept. 1773. —

Bowdoin Esq. vs Phillips No. 233

James Bowdoin of Boston in the County of Suffolk Esq. Administrator on the Estate of William Bowdoin late of Roxbury in said County Esq. Decas. Plt. vs. James Phillips of Springfield in the County of Hampshire yeoman. Deft. in a plea that Sd. Phillips render to said James Bowdoin in his Capacity aforesaid thirty six pounds fifteen Shillings & ten pence two farthings which from him Sd. Phillips unjustly detains wherein said James Bowdoin says that at an Inferiour Court of Common Pleas holden at Springfield on the third Tuesday of May in the ninth year of his Majesty's Reign the said William (then living) by the Judgment of the same Court recovered ~~Judgment~~ against Sd. Phillips thirty four pounds & Six pence two farthings for his Damages by reason of the Sd. Phillips not performing to him his promise before that time and de hinc & two pounds fifteen Shillings & four pence for Costs & Charges by him about his Suit in that behalf expended whereof the said

Phillips is Convict as by the Record thereof in s^d Court remaining is manifest and
appears which Judgment yet remains in its full force & effect not satisfied nor
reversed and altho the said William in his life time sued out Execution on the
Judgment aforesaid yet the Return day thereof is long since passed and the Sums a-
foresaid were not paid to s^d William in his life time nor are they yet paid
whereby Action accrues to the said James Bowdoin in his Capacity afors.
to demand & have the Sums aforesaid in form aforesaid recovered. yet said Phil-
lips tho often requested hath not paid the same to him but unjustly neglects
it to the damage of the said James Bowdoin forty pounds. the Pltf. appears
by John Worthington Esq. his Attr. and the said Phillips tho three times pub-
licly called to come into Court doth not come but makes Default of ap-
pearance here. Therefore it is Considered that the said James Bowdoin do
recover against the said Phillips Seven pounds five Shillings & ten pence
two farthings of lawful money Debt & Damages & Cost of Court taxed at
two pounds fourteen Shillings & eight pence & their ex. id. 27th Septr 1773.

John Worthington of Springfield in the County of Hampshire Esq. Pltf. vs. Parker Pease late of Somers now of Wilbraham in s^d County yeo-
man Deft. in a plea that said Parker render to said John twelve pounds which
he owes and from him unjustly detains & whereof s^d John says that
at said Springfield on the thirtieth day of April in the fourth year of his Majesty's
Reign the said Parker by his Bond under his hand & seal of that date Ditto Court
to be produced bound & obliged himself to the s^d John in the Sum of twelve pounds
to be paid him on Demand. yet said Parker tho often requested hath never paid
the same or any part thereof but unjustly neglects it to the damage of the said
John twelve pounds. the Pltf. appears in his proper person, and the said Parker tho'
three times publickly called doth not come into Court but makes Default of
appearance here. Therefore it is Considered that the said John do recover
against the said Parker Eight pounds two Shillings & nine pence of
lawful money Debt and Costs of Court taxed at one pound five Shillings
and two pence, and thereof he may have his Execution. Execution is^d 27th Septr 1773.

Worthington vs Pease No. 234

Solomon Stoddard of Northampton in the County of Hampshire Esq. Pltf. vs. John Hall of Gageborough in the County aforesaid yeo-
man Deft. in a plea of the Case for that s^d John at s^d Springfield on the twelfth day
of May Dom 1772 by his Note of that date for value received promised s^d Solomon to
pay him or his Order Eight pounds on demand with Interest till paid. yet s^d John
tho often thereto requested hath never paid the same or any part thereof but unjustly
neglects it to the damage of the s^d Solomon ten pounds. the Pltf. appears by
John Worthington Esq. his Attr. and the said John Hall tho three times publickly called
doth not come but makes Default of appearance here. Therefore it is Consid-
ered that the said Solomon do recover against the s^d John Eight pounds twelve
shillings & seven pence of lawful money Damages & Cost of Court taxed at
One pound seventeen Shillings & ten pence. & their ex. Execution is^d 27th Septr 1773.

Stoddard vs Hall No. 236

John Worthington Esq. of Springfield in the County of Hampshire Pltf. vs. John Hall of Gageborough in the County of Berkshire Yeoman Deft. in
a plea of the Case for that the said Hall at s^d Springfield on the twelfth day of
May Dom 1772 by his Note of that date for value received promised s^d Worthington to
pay him Eight pounds Eighteen Shillings on demand with Interest till paid
yet the said Hall tho often requested hath never paid the same or any part thereof
but unjustly neglects to do it to the damage of the s^d Worthington twelve pounds.
the Pltf. appears in his proper person & the Deft. tho three times publickly called comes
not but makes Default of appearance here. Therefore it is Considered that the said Worthington
do recover against the s^d Hall nine pounds twelve Shillings & one penny lawful money
Damages & Cost of Court taxed at One pound 11/10 & thereof &c. Execution is^d 27th September 1773.

Worthington vs Burdoin No. 237

Mr. Olister vs Mr. Masters No. 230

John Mr. Olister of Enfield in the County of Hampshire yeoman Pltf. vs. James Mr. Masters of Williamstown in the County of Berkshire yeoman Deft. in a plea of the Case for that the said James at said Springfield on the fifteenth day of April Dr 1773 by his Note of that date for value recivd promised said John to pay him or Order the sum of Sixteen pounds twelve Shillings on demand with Interest till paid. yet the said James tho often requested hath not performed his said promise but wholly & unjustly neglects it to the damage of the said John thirty pounds. the Pltf. appears by John Worthington Esq. his Attr. and the said James tho three times publickly called doth not come but makes Default of appearance here. — Therefore it is Considered that the said John do recover against the said James Sixteen pounds nineteen Shillings & eight pence of lawful money Damages & Cost of Court taxed at One pound Sixteen Shillings & six pence. and thereof he may have his Execn. Execn. id. 27th. Sept. 1773.

Maor vs Chadwick No. 229

William Maor of Blanford in the County of Hampshire yeoman Pltf. vs. John Chadwick Jr. of Springham in the County of Berkshire yeoman Deft. in a plea of the Case for that said John at S. Springfield on the Sixteenth day of July Dr 1772 by his Note of that date for value recivd promised said William to pay him or Order fourteen pounds seven Shillings by the first day of November then next ensuing with lawful Interest for the same from s. time of payment till s. Sum should be paid. yet said John tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said William twenty pounds. the Pltf. appears by John Worthington Esq. his Attr. and the said John Chadwick tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said William do recover against the s. John fifteen pounds one Shilling & seven pence of lawful money Damages and Cost of Court taxed at One pound Sixteen Shillings & two pence and thereof he may have his Execn. Execn. id. 27th. September 1773. —

Tiffany vs Taylor No. 210

Giles Tiffany of Hebron in the County of Hartford & Colony of Connecticut yeoman Pltf. vs. Oliver Taylor of South Hadley in the County of Hampshire yeoman Deft. in a plea of the Case for that s. Oliver at s. Springfield on the sixth day of November last past by his Note of that date for value recivd promised the said Giles to deliver for him to Oliver Pomeroy of Rocky Hill (alias Stepney) twenty Gallons of good West India Rum on or before the first day of December then next ensuing which Rum the s. Giles says would have been worth three Shillings and six pence pr. Gallon if it had been delivered but that the said Oliver tho often requested never delivered s. Rum to said Pomeroy tho the said Pomeroy was always ready to receive it for him nor hath the said Oliver any way performed his said promise but unjustly neglects it to the damage of the said Giles four pounds. the Pltf. appears by John Worthington Esq. his Attr. and the said Oliver tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered by the Court that the said Giles do recover against the said Oliver three pounds thirteen Shillings & two pence of lawful money Damages & Cost of Court taxed at One pound Seventeen Shillings & six pence and thereof he may have his Execn. Execn. id. 27th. Septemb. 1773.

Olcott vs Whiton No. 211

Samuel Olcott of Hartford in the County of Hartford & Colony of Connecticut yeoman Pltf. vs. Simeon White yeoman & Josiah Dwight yeoman both of Williamsburgh in the County of Hampshire Deft. in a plea of the Case for that said Simeon & Josiah at s. Springfield on the twelfth day of November Dr 1772 by their Note of that date for value recived promised said Samuel to pay him or Order the

sum of Seventeen pounds Eighteen Shillings & one penny in four months from the date with Interest till paid. yet the said Simeon & Josiah tho often requested have never performed their promise aforesaid but wholly & unjustly neglect it to the damage of the said Samuel forty pounds. the Plt. appears by John Worthington Esq. his Attt. and the said Simeon & Josiah tho three times publickly called do not come into Court but make Default of appearance here. Therefore it is Considered that the said Samuel do recover against the said Simeon & Josiah Eighteen pounds fifteen Shillings & seven pence of lawful money Damages & Cost of Court taxed at one pound Eighteen Shillings and six pence, and the[y] he may have Execn. ind. 27th. Septr 1773.

Ephraim Chapin of Springfield in the County of Hampshire yeoman Plt. vs. Josiah Willey of s[d] Springfield yeoman Deft. in a plea of the Case for that the said Josiah at said Springfield on the twenty ninth day of January A[d] 1773 by his note of that date for value recvd promised s[d] Ephraim to pay him the sum of nine pounds lawful money by the first day of June then next with Interest till paid. yet the s[d] Josiah tho often requested hath never performed his said promise but wholly & unjustly neglects it to the damage of the said Ephraim twenty pounds. the Plt. appears by John Worthington Esq. his Attt. and the said Josiah tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Ephraim do recover against the said Josiah nine pounds Six Shillings & Six pence of lawful money Damages & Cost of Court taxed at one pound five Shillings. and the[y] he may have his Execn. Execn. ind. 27th. September 1773.

Chapin vs Willey No. 242

Josiah Flowers of Springfield in the County of Hampshire yeoman Plt. vs. James Phillips of s[d] Springfield yeoman Deft. in a plea of the Case for that said James at s[d] Springfield on the twenty third of July last past by his note of that date for value recvd promised s[d] Josiah to pay him or order three pounds lawful money on Demand with lawful Interest till paid yet said James tho often requested hath never performed his promise but wholly and unjustly neglects to do it to the damage of the said Josiah nine pounds. the Plt. appears by John Worthington Esq. his Attt. and the said James tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Josiah do recover against the said James three pounds & five pence of lawful money Damages and Cost of Court taxed at one pound Six Shillings & they he may have his Execn. Execn. ind. 27th. September 1773.

Flowers vs Phillips No. 243

Matthew Talcot of Middletown in the County of Hartford and Colony of Connecticut Gent. Plt. vs. Thomas White the second of Southampton Hadley in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Thomas at Springfield aforesaid on the eighteenth day of September last past by his note under his hand of that date for value recvd promised the said Matthew to pay him twenty pounds lawful Silver & four pence on demand with Interest for the same till paid. yet the said Thomas tho often requested hath not paid the same but unjustly neglects & refuses to do it to the damage of the said Matthew thirty pounds. the Plt. appears by John Worthington Esq. his Attt. and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Matthew do recover against the said Thomas twenty one pounds ten Shillings & four pence of lawful money Damages & Cost of Court taxed at 10 pounds nine[teen] Shillings & two pence. and they &c. Execn. ind. 27th September 1773 —

Talcott vs White No. 244

Howe vs Burbank No. 245

Moses Howe of Suffield in the County of Hampshire yeoman Pltf. vs. Timothy Burbank late of Springfield in said County yeoman Deft. in plea of the case for that said Timothy at Springfield on the twenty fifth day of December Dr 1772 by his Note of that date for value recd promised said Moses to pay him Eight pounds on demand with Interest till paid. yet said Timothy tho often requested hath never performed his said promise but wholly and unjustly neglects so to do to the damage of the said Moses forty pounds. The Plt. appears by John Worthington Esq. his Att. and the said Timothy tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is considered that the said Moses do recover against the said Timothy five pounds four shillings & ten pence of lawful money Damages & Costs of Court taxed at five pounds seven shillings & four pence. Exon. in 27th. September 1773.

Simpson Esq. vs Ely No. 246

Jonathan Simpson of Barton in the County of Suffolk Esq. Plt. vs. Aaron Ely of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Aaron at said Springfield on the twenty first day of March Dr 1771 by his Note of that date for value received promised one Benjamin Leonard Junr. to pay him or his Order thirty pounds within Eighteen months from the date of s.d Note with lawful Interest for the same till paid and afterwards the same day at s.d Springfield the s.d Benjamin by his Indorsment on the back of the same Note assigned the same Note to said Jonathan & ordered thereby the Contents thereof then wholly due & unpaid to be paid to s.d Jonathan of all which the said Aaron there Instantly had notice & became liable to pay the same to the s.d Jonathan according to the tenor of the said Note and being so liable he the s.d Aaron in Consideration thereof then & there promised the said Jonathan to pay him the same accordingly on Demand. yet the said Aaron tho often thereto requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Jonathan forty pounds. the Plt. appears by John Worthington Esq. his Att.y and the said Aaron tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered that the said Jonathan do recover against the said Aaron thirty four pounds Eight shillings & five pence of lawful money Damages & Cost of Court taxed at two pounds fourteen shillings & four pence & thereof &c. Exon. in 27th. September 1773.

Simpson vs Jones No. 248

Jonathan Simpson of Barton in the County of Suffolk Esq. Plt. vs. Benjamin Jones of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Benjamin at s.d Springfield on the Eleventh day of August Dr 1772 by his note of that date for value recd promised said Jonathan to pay him or his Order five pounds five shillings and one penny on demand with lawful Interest for the same till paid. yet s.d Benjamin tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Jonathan Seven pounds. the Plt. appears by John Worthington Esq. his Att.y and the said Benjamin tho three times publickly called doth not come into Court but in a like default of appearance here. Therefore it is considered that the said Jonathan do recover against the said Benjamin five pounds & seven shillings & eight pence of lawful money Damages & Cost of Court taxed at two pounds fourteen shillings & eight pence & thereof &c. Exon. in Septemb.r 27th 1773.

Jonathan Simpson of Boston in the County of Suffolk Esq. Plt. vs. Eleazer Day of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Eleazer at said Springfield on the eighth day of Feby Anno Dom 1772 by his note of that date for value recvd promised one Benjamin Leonard Junr. to pay him or his order four pounds six Shillings & four pence on demand with lawful Interest for the same till paid. and afterwards viz on the same day at said Springfield the said Benjamin by his Indorsement on the back of the same Note assigned the same note to the Plt. & ordered the Contents thereof then wholly due & unpaid to be paid to him of all which the said Eleazer there instantly had notice & so became liable to pay the same to the Plt. on Demand & being so liable he the Eleazer then & there promised the Plt. to pay him the same accordingly. yet tho' often requested said Eleazer hath never paid the same or any part thereof but unjustly neglects & refuses so to do to the damage of the said Jonathan Six pounds. the Plt. appears by John Worthington Esq. his Attt. and the said Eleazer tho three times publickly called to come into Court comes not but makes default of appearance here. Therefore it is Considered that the said Jonathan do recover against the said Eleazer four pounds nine Shillings & four pence of lawful money Damages & Costs of Court taxed at two pounds fourteen shillings & eight pence & Execution &c. Execution issued 27th September 1773.

Simpson vs Day No 141

Suggs Waddbridge of South Hampton in the County of Hampshire Physician Plt. vs. Mans Miller of Springfield in the County yeoman Deft. in a plea that said Mans render to the said Suggs one hundred pounds which to him means and from him unjustly detains & wherein the said Suggs says that at said Springfield on the twelfth day of September in the Eleventh year of his Majesty's Reign the said Mans by his Bond of that date under his hand & seal in Court to be produced bound and obliged himself to the said Suggs in the sum of one hundred pounds to be paid to the said Suggs on demand yet said Mans tho often requested hath never paid the same or any part thereof but unjustly refuses to do it to the damage of the said Suggs one hundred pounds. the Plt. appears by John Worthington Esq. his Attt. and the said Mans tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Suggs do recover against the said Mans fifty five pounds four teen Shillings and eleven pence of lawful money Debt and Costs of Court taxed at One pound seven Shillings & ten pence & Execution &c. Execution issued 27th Sept. 1773.

Waddbridge vs Miller No 250

John Worthington of Springfield in the County of Hampshire Esq. Plt. vs. David Sherman & David Sherman Jr. yeomans both late of Royalstone in the County of Worcester yeomans Defts in a plea of the Case for that the said David & David Jun. at Springfield on the twelfth day of Septembr Anno Dom 1770 by their note of that Date for value recvd promised one Benjamin Willard to pay him or his order the Sum of eight pounds four Shillings in one year from the date of said note with lawful Interest for the same till said and afterwards on the same day at said Springfield the said Benjamin Willard by his Indorsement on the back of said Note assigned the same note to the said John & ordered the Contents thereof then wholly due & unpaid to be paid to said John of all which the said Defts then & there instantly had Notice & so became chargable to pay the same to said John & being so chargable they then and there promised said John to pay him the Contents of their said Note

Worthington vs Sherman No 251

Worthington vs Pacific Nº 251

note according to the tenor thereof yet the ofter requested they the said David & David Junr. have never paid the same or any part thereof but unjustly neglect it to the damage of the said John twelve pounds. the Plt. appearing in his own proper person & the said Defts. tho three times publickly called do not come into Court but make Default of appearance here. Therefore it is Considered that the said John do recover against the said David and David Junr. Eight pounds three Shillings & five pence of Lawful money Damages & Cost of Court laid at One pound Sixteen Shillings & ten pence, and the rest &c. Exon. is. 27th. September. 1773. —

Johns vs Leonard Nº 255

John Worthington of Springfield in the County of Hampshire Esq. Plt. vs. Abel Leonard of Springfield yeoman Deft. in a plea of the case for that the said Abel at said Springfield on the last day of June last being Justly Indebted to the said John in the Sum of three pounds Six Shillings & five pence for labor & work & Cash expended & performed in several Suits before that time commenced and prosecuted for him by the said John at his special Instance & request according to the Act annexed to the Writ the said Abel then & there in Consideration thereof Assumed on himself & promised said John to pay him the same on demand. Also for that whereas on the same last day of June last past the said Abel in Consideration that the said John at the like Instance & request of the said Abel had before that time commenced divers Suits for the said Abel & expended divers Sums of money in the prosecution of the same suits & therein company at said Abel's like Instance & request which were other Suits than those in the Act aforesaid specified. he the said Abel then & there in Consideration thereof Assumed on himself & to said John promised that so much money as he reasonably deserved to have for his labor & service in commencing & prosecuting the same Suits & for the money by him therein expended as aforesaid he said Abel would well & truly pay & content to him on demand. and the said John says that he reasonably deserved to have of said Abel therefor another Sum of three pounds six Shillings & five pence viz at said Springfield of all which the said Abel then & there Instantly had Notice. yet said Abel tho often requested hath never paid the said Sums or any part thereof but unjustly neglects it to the damage of the said John Six pounds. the Plt. appears in his own proper person and the said Abel tho three times publickly called doth not come into Court but makes Default of appearance here. ——— Therefore it is Considered that the said John do recover against the said Abel three pounds six Shillings & five pence of lawful money Damages & Cost of Court taxed at One pound four Shillings & Six pence & the rest &c. Exon. is. 27th. September. 1773. —

Pynchon vs Sellers Nº 254

Walter Pynchon of Springfield in the County of Hampshire yeoman & a Deputy Sheriff under Solomon Stoddard of Northampton in said County Esq. & Sheriff of the same County Plt. vs. Ebenezer Sellers of said Springfield yeoman Deft in a plea of the Case for that the said Ebenezer at Springfield aforesaid on the nineteenth day of May Anno 1772 by his Note of

that date promised the said Walter for value rec'd to pay him or his Order three pounds seven Shillings & ten pence on demand with Interest till paid. yet the said Ebenezer tho often requested hath not done the same but unjustly neglects it to the damage of the said Walter Six pounds. the Pltf. appears by John Worthington Esq. his Attr. and the said Ebenezer tho three times publickly called doth not come into Court but makes default & appears not here. Therefore it is Considered that the said Walter do recover against the said Ebenezer two pounds seven Shillings & two pence Lawful money Damages and Cost of Court taxed at One pound four Shillings & Six pence and that &c. Recognizance 27th. September 1773.

Barrett &c vs Dwight Esq. No. 255

John Barrett Esq. & Samuel Barrett & Nathaniel Barrett his Sons all of Boston in the County of Suffolk Merchants Jointly negotiating & using Commerce together in Company Pltfs. vs. Timothy Dwight of Northampton in the County of Hampshire Esq. Deft. in a plea of the Case for that said Timothy at P. Springfield on the fifteenth day of September 1772 by his note of that date for value rec'd promised the Pltfs to pay them or their Order on Demand one hundred & seven pounds eight Shillings & nine pence with lawful Interest for the same till paid. Also for that said Timothy at P. Springfield on the same fifteenth day of September 1772 by his other note of that date for value rec'd promised the Pltfs to pay them or their Order one hundred & ninety pounds eighteen Shillings & nine pence on the twenty fifth day of the same September with lawful Interest for the same from s'd time viz from s'd twenty fifth day of September till s'd Sum was paid. Also for that said Timothy at P. Springfield on the same twenty fifth day of s'd September by his other note of that date for value rec'd promised the Pltfs to pay them or their Order four hundred & forty four pounds Sixteen Shillings & six pence on demand with lawful Interest for the same from the date of s'd Note till said Sum was paid. yet said Timothy tho often requested hath never paid the same or any part thereof or any way performed either of his said promises but unjustly neglects it to the damage of the said John Samuel and Nathaniel nine hundred pounds. the Pltfs appear by John Worthington Esq. their Attr. and the said Timothy now here in his proper person Confesses Judgment for the sum of seven hundred and eighty six pounds ten Shillings lawful money Damages ——— Therefore it is Considered that the said John, Samuel & Nathaniel do recover against the said Timothy seven hundred and Eighty six pounds ten Shillings of Lawful money Damages & Cost of Court taxed at two pounds twelve Shillings & two pence Samuel Barret one of the Pltfs in this Case by his discharge under hand & seal bearing date the 20th. September 1773 acknowledged to have received the sum of this Judgment in full Attr W. Williams Clerr

Fullagg's Complaint vs Fowler No. 256

Samuel Fullagg of Westfield in the County of Hampshire yeoman Complains that he & Justices Court before John Ingersoll Esq. one of his Majesty's Justices of the peace for s'd County at his Dwelling House in s'd Westfield on monday the twenty third day of August instant he the said Fullagg by the Consideration of s'd Justice recovered Judgment against Billeah Fowler of Westfield aforesaid yeoman for the sum of thirty six Shillings lawful money Damages & Cost from which Judgment the said Fowler did appeale to this Hon'ble Court and Recognized with Surety as the Law directs to prosecute his

Thellage's Complaint vs Sawtell No. 256

his Appeal but has failed so to do. Wherefore ye Compt. prays affirmation of the former Judgment with Costs &c. is Duly bound &c — Wherefore it is Considered that the said Samuel do recover against the said Bildad One pound Sixteen Shillings of lawful money Damages & Cost taxed at One pound Eighteen Shillings & two pence and thereof he may have his Execn. — Execn. is. 29th. Sept. 1773 —

Lorings Complaint vs Baxter No. 257

Humbly Shews Joseph Loring that at a Court holden before Josiah Chauncy Esq. one of his Majesty's Justices of the peace for the County of Hampshire on the fifth day of July last past he recovered Judgment against William Baxter for one pound two Shillings & seven pence Damages & Costs of Suit from which Judgment the said William appealed to this Hon.ble Court & suggested to prosecute his said Appeal but has failed to do it, the said Joseph therefore prays Affirmation of the former Judgment with additional Damages & Costs Therefore it is Considered that the said Joseph do recover against the said William One pound two Shillings & ten pence lawful money Damages & Costs of Suit taxed at two pounds nine Shillings & four pence & thereof &c. Execn. is. 29th Sept. 1773 —

Robinson's Compt. vs Lyndon No. 258

Humbly Shews Thomas Robinson that at a Justices Court holden before Josiah Chauncy Esq. one of his Majesty's Justices of the peace for the County of Hampshire on monday the 5th day of July last past he recovered against William Baxter the Sum of one pound Seventeen Shillings & Six pence and Costs of Suit. from which Judgment the said William Appealed to this Hon.ble Court & suggested to prosecute his said Appeal but has failed to do it, he therefore prays affirmation of former Judgment with additional Damages & Costs Therefore it is Considered that the said Thomas do recover against the said William One pound Seventeen Shillings & ten pence lawful money Damages & Costs of Suit taxed at two pounds nine Shillings & four pence & thereof &c. Execn. is. 29th Sept. 1773.

Dickinson vs Pomeroy No. 259

Shammah Pomeroy of Northfield in the County of Hampshire yeoman Plt. vs. Titus Dickinson of Northfield aforesaid yeoman Deft. is a plea of the Case &c as per Writ on file, and now the said Titus Humbly shews that the said Shammah cannot him to be Sum more is due — form of law to appear before your Honors at this Session to answer to the said Shammah in a plea &c as set forth in the said Shammah's Writ and that said Shammah has failed to prosecute his said plea — Wherefore the said Titus prays that his Costs occasioned by the premises may be adjudged to him, and it is Considered that the said Titus do recover against the said Shammah his Costs taxed at two pounds fifteen Shillings, and thereof &c. Execn. is. 29th Sept. 1773 —

Granger vs Story No. 260

Simon Granger of Springfield in the County of Hampshire yeoman Plt. vs. John Story of Southwick in said County yeoman Deft. is a plea of the Case &c as per Writ on file the Plt. discontinued his Suit aforesaid and the said John now comes into Court & prays that his Costs may be allowed him. and it is Considered that the said John do recover against the said Simon his Costs taxed at One pound six Shillings & two pence — and thereof he may have his Execn. Execn. is. 29th Sept. 1773. —

Thomas White the second of South Hadley in the County of Hampshire yeoman Administrator on the Estate of Said White late of said South Hadley yeoman deced humbly shews that the Debts due from the said Estate exceed the whole Amount of the said Estate Real and personal by the Sum of thirty pounds eighteen Shillings and one penny exclusive of the Charge & Expense of the Commission of Insolvency executed thereon. He therefore prays your Honor that he may be impowered to make sale of the real Estate of which said Said died seized in order to make payment of his just Debts so far as may be agreable to the Laws of this Province and it is thereupon Ordered that the said Thomas Administrator as aforesaid have leave to sell all the Real Estate of said deced for the payment of the Debts due from said Estate Observing the Directions of the Law &c

White's Petn for sale of real Estate

The foregoing Judgments Orders &c were made and entered upon in manner aforesaid and then the said Court was adjourned without Day

Attest Wm Williams Clerk

Hampshire) ss. Anno Regni Georgii Tertii Regis Magnæ
Britaniæ Franciæ & Hiberniæ Decimo quarto.

At his Majestys Inferiour Court of Common Pleas
holden at Northampton within and for the County of
Hampshire on the second Sunday of November being
Present, the ninth day of the said month, Anno Domini 1773

Israel Williams ... Esq.
Oliver Partridge ... Esq.
Timothy Dwight ... Esq.
Thomas Williams ... Esq.
Justices of s.d Court.

Jury of Trials
N.o 1. Samuel Baker foreman
D.o 2. Obadiah Clark
D.o 3. Bilah Strong
D.o 4. Aaron Ferre
Hat. Israel Lyman
Hat. Oliver Allis
Dunst. Noah Wright
Shamt. Elijah Wright
Amh.t Eli Parker
Grantt. Samuel Smead

Dft Sal.t Sohn Lyman vs. Saml Hunt Dr. Joseph Smith Selectm. in the Case Dickinson vs Gray & Davis Jury not on.

Cont.d Actions.

Pynchon Esq. vs Glover — William Pynchon of Salem in the County of Essex Esq. and others Pltff. vs. Samuel Glover of Wilbraham in the County of Hampshire yeoman Deft. in a plea of Entry on disseisin &c that they on Record heretofore and now the said Parties appear by their respective Attys. viz. the Pltff by John Worthington Esq. and the Deft. by Jonathan Bliss Esq. and move that this Action may be further continued, and the said Parties have a day &c until the second Tuesday of Feby next following said second Sunday of Novr aforesaid.

Townsend vs Morton et al — William Blair Townsend of Boston in the County of Suffolk Esq. Pltf. vs. John Morton yeoman & Joseph Morton yeoman both of Amherst in the County of Hampshire Deft.s in a plea of trespass &c as at large on Record heretofore, the Pltf. being three times publickly called in Court, and the said Deft.s come into Court and move that they may be allowed their Costs &c. And it is Considered that the said John & Joseph do recover against the s.d William Blair Costs of Suit taxed at four pounds fifteen Shillings & four pence, and therefor &c

Church Esq. vs Wills — John Church of Charlestown in the County of Cheshire & Province of New Hampshire Esq. Pltf. vs. Elijah Wills of Conway in the County of Hampshire yeoman Deft. in a plea of trespass &c as on Record heretofore: and now the said Parties come here and the Deft. by John Worthington Esq. his Attr. moves for a further Continuance of this Action, and it is Considered that the said Parties have a day &c until the second Tuesday of Feby next following said second Tuesday of November aforesaid.

White vs Bebee — Simeon White of Williamsburgh in the County of Hampshire yeoman Pltf. vs. Thomas Bebee of s.d Williamsburgh yeoman

Deft. in a plea of the Case &c. as on Record heretofore. And now the Plt. being three times publickly called is Nonsuit and the Deft. likewise Defaulted & the Action dismissed.

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt. vs. Eldad Taylor Esq.r of Westfield aforesaid Deft. in a plea of Trespass &c as on Record heretofore, and now the said Parties appear and the Referees to whom this Action was refer'd on on Record of last Term do now Report as follows. viz. that they having fully heard the Parties & their several Evidences and seriously considered the same do find the s.d Bildad's Amounts & demands declared on & submitted to them, to be satisfied and paid by the said Eldad's Amount of Goods sold Labor & service done and other articles of Book Acct exhibited to them. and therefore do Award that the said Bildad do recover nothing of the said Eldad but that the said Bildad pay the s.d Eldad the Costs of this Reference being five pounds one Shilling & three pence Cost of Court and that this be a final Settlement &c. Therefore it is Considered that the said Eldad do recover against the said Bildad defendg the Sum taxed at Eight pounds fourteen Shillings & three pence, and thereof he may have his Execn. — Execn. issd 13th Decemb.r 1773.

Fowler vs Taylor

Moses Drake of Westfield in the County of Hampshire yeoman Plt. vs. William Hiracky of s.d Westfield yeoman Deft. in a plea of Trespass &c as on Record heretofore. The Parties appear, and now the s.d Referees viz, John Mosley, Elihu Parker & Nathaniel Bush Esq.rs to whom this Action, and all other demands subsisting between them at this time was refered, do report that after a full hearing of all their proofs allegations, Pleas &c and duly weighing their numerous Complaints against each other do now report, award, & Determine that the said Moses Drake do recover of the said William Hiracky the Sum of five Shillings Damages & Cost of Court to be taxed by the Court, and the Cost of this Reference to be born between them viz, each one bear his own Cost & Trouble we having received Satisfaction for our Trouble. And further we do award that all Actions & Causes of Actions that may at any time before this Submission have subsisted between the s.d Parties shall be hereby concluded & determined. and further we are of Opinion that the Court do not allow s.d Drake pay for any more than two Witness's who attended at s.d Court the other being needless. Therefore it is Considered that the said Moses do recover against the s.d William five Shillings of lawful money Damages & Cost of Court taxed at three pounds Sixteen Shillings & six pence and thereof he may have his Execn. — Execn. issd 11th January 1774.

Drake vs Hiracky

Sarah Flowers of Springfield in the County of Hampshire yeoman Plt. vs. Jonathan Fillotson of Granville in said County yeoman Deft. in a plea of the Case &c as on Record heretofore. and now the said Plt. being three times publickly called is Nonsuit, and the Deft likewise Defaulted and the Action dismissed.

Flowers vs Fillotson

James Warriner of Wilbraham in the County of Hampshire yeoman Plt. vs. Samuel Glover of Wilbraham aforesaid yeoman Deft. in a plea why with force and Arms &c as on Record of last Term and now the said Parties appear by their respective Attys viz, the Plt by John Worthington Esq. and the Deft by Jonathan Bliss Esq. and

Warriner vs Glover

Warriner vs Glover } and move that this Action may be further Continued, And it is Con=sidered that the said Parties have a day &c untill the Second Tues=day of Feb.y next following said Court of Novemb.r aforesaid.

Wright vs Green } Selah Wright of Northampton in the County of Hampshire Deputy Sheriff under Solomon Hoddar Esq. Sheriff of said County Att. vs. Zebadiah Green Laborer of Chesterfield in said County yeoman Defft. in a plea of Trespass on the Case &c as at large on Record heretofore. the Plt. appears by Joseph Hawley Esq. his Att.y and the said Zebadiah tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said Selah do recover against the said Zebadiah Seven pounds of lawful mo=ney Damages & Cost of Court taxed at three pounds ten Shil=lings and ten pence, and that &c. Exon. is.d 17th Nov.r 1773. —

Clarke vs Martin } Oliver Clarke of Westfield in the County of Hamp=shire yeoman Plt. vs. James Martin late of s.d Westfield yeoman Defft. in a plea of the Case &c as at large on Record heretofore. the Plt. appears by Samuel Fowler Gent. his Att.y and the said James tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Oliver do recover against the said James three pounds fifteen Shillings of lawful money Damages & Cost of Court taxed at two pounds and nine pence, and thereof &c. — Exon. is.d 22d Novemb.r 1773.

Marsh vs Walther } Mary Marsh of Hadley in the County of Hamp=shire Spr.t Plt. vs. Israel Walther late of s.d Hadley husbandman Defft. in a plea &c as on Record of last Term. the Plt. appears by Elisha Porter Esq. his Att.y and the said Israel by John Worthington Esq. his Att.y comes here and Confesses the forfeiture of the Bond pray=ing an Equitable Chancery of the same. and it is Considered that the said Mary do recover against the said Israel (ex d.mag.) twenty four pounds of lawful money Debt — & Cost of Court taxed at two pounds two Shillings & therefore. Exon. is.d Decem.br 6th 1773.

Dickinson vs Gray } Thomas Dickinson of Enfield in the County of Hampshire yeoman Plt. vs. William Gray of Pelham in the County of Hampshire yeoman Defft. in a plea of the Case &c as at large on Record of last Term. the Plt. appears by Simeon Strong Esq. his Att.y and the said William by Joseph Hawley Esq. his Att.y Comes and defends the force &c and reserving liberty to give any special matter in Evidence under the following general Issue which would have been a good defence if it had been specially pleaded says that he never promised the within named Thomas in manner & form as against him in the Plff.s Writ is alledged and thereof puts himself on the Country. and the said Thomas accepting to the said Williams reservation does the like Thereupon the Jurors of the Jury arrable to the form & effect of the Statute in this Case made and provided now at this time returned & impannelled being duly elected tried and sworne who to say the truth concerning the premises being duly sworn declare upon their oath that the said William did promise in manner & form as the said Thomas hath alledged and assess the Damages to five pounds four Shillings and

and five pence. Therefore it is Considered that the said Thomas do recover against the said Williams five pounds four Shillings and five pence of lawful money Damages and Cost of Court. The said William by his Attr aforesaid appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire & Berkshire on the ~~Last~~ Tuesday of April next and he Recognizes with Sureties as the Law directs for the said Williams prosecuting his appeal aforesaid with effect as by the said Recognizance on file appears.

Simeon Dewey of Springfield in the County of Hampshire yeoman Pltf. vs. Eleazer Williams late of Sd. in Sd. County yeoman and Beriah Smithland of Sd. aforesaid yeoman Deft. in a plea of the Case &c as on Record of last Sess. the Pltf. appears by Mr. Ives Dickinson Esq. his Attr and the said Deft. tho three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is Considered that the said Simeon do recover against the said Eleazer & Beriah six pounds four Shillings & six pence lawful money Damages & Costs of Court taxed at one pound fourteen Shillings and ten pence & thereof &c. Execn. is. 2 Dr. 1 Ct. 1 J.

(Dewey vs Williams &c.)

Saul White Esq. of Bolton in the County of Hartford and Colony of Connecticut & Eunice his Wife who was late Eunice Eby Pltf. vs. Martha Miller of Springfield in the County of Hampshire Widow Executrix of the last Will & Testament of John Miller the third late of said Springfield deceased. Deft. in a plea of Covenant broken &c as on Record of last Sess. the Parties appear and move for a further Continuance of this Action. and it is Considered that the said Parties have a day &c. until the second Tuesday of February next following said second Tuesday of November aforesaid.

(White & Wife vs Miller Exx.)

Benjamin Day Gent. and Margaret Jones Gentlewoman both of Springfield in the County of Hampshire, Exrs. of the last Will and Testament of Cornelius Jones late of Sd. Springfield deceased Pltf. vs. Margaret Rogers Widow & Silas Rogers yeoman both of said Springfield Executors of the last Will and Testament of Elijah Rogers late of said Springfield yeoman deceased Deft. in a plea &c as at large on Record of last Sess. and now the said Parties appear and the Referees viz Jonathan White, Daniel White, and John Morgan, to whom these actions were referred do now Report that the said Executors of the said Cornelius shall recover against the said Exrs of the said Elijah the sum of five pounds three shillings & eight pence with the Costs of Court and the Cost of this Reference viz six shillings which sum Sd. Exrs of Sd. Cornelius are to accept in full of all demands to the time of the Submission aforesaid. and that the Sd. Exrs of the Sd. Elijah be forever discharged of all demands &c that the Exrs of the Sd. Cornelius had against them to the time of making the Submission aforesaid. and in the other action depending wherein the Exrs of the Sd. Elijah have Pltfs against Margaret Miller they do also Report that the Sd. Margaret was not indebted to the Sd. Exrs at the time of the Submission aforesaid Therefore that they recover nothing of the said Woman, but that she be forever Acquitted & discharged from all Demands that Sd. Exrs had against him at the time of the Submission aforesaid. And that Sd. Margaret re-

(Jones &c. Exrs vs Rogers &c. Exrs.)

Jones &c. vs Rogers &c. } recover Costs for defending the suit aforesaid against him the Pl. Moses and that this award be a final Settlement &c — Therefore it is Considered that the said Cornelius &c. do recover against the said Roger. &c. five pounds three Shillings & eight pence of lawful money Damages & Costs of Court taxed at two pounds ten Shillings & six pence. & thereof &c. Execn. is. 22. Novb. 1773.

Warner vs White } Joshua Warner of Williamsburgh in the County of Hampshire Gent. Pltf. vs. Simeon White of Sd. Williamsburgh yeoman Deft. in a plea of Trespass &c. as on Record at last Term. and now the said Parties appear viz. the Pltf. by Caleb Strong his Gent. his Attorney and the said Deft. in person and pray for a further Continuance of the Action, and it is Considered that the Sd. Parties have a day &c. until the second Tuesday of February next following Sd. second Tuesday of Feb. aforesd. —

Hains vs Hodges } Nicholas Haynes of Brimfield in the County of Hampshire yeoman Pltf. vs. Silas Hodges late of South Brimfield in Sd. County yeoman Deft. in a plea &c. as at large on Record heretofore the Pltf. being three times publickly called is Nonsuit and the Deft. likewise Defaulted & Action dismissed.

Rich vs Morse } Moses Rich of Union in the County of Windham and Colony of Connecticut yeoman Pltf. vs. Nathan Morse of Sturbridge in the County of Worcester yeoman Deft. in a plea of the Case &c. as on Record of last Term. the Pltf. appears by Joshua Upham Esq. his Attorney and the said Nathan tho three times publickly called is not come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Moses do recover against the said Nathan Sixteen pounds Eight Shillings & Eight pence of lawful money Damages and Cost of Court taxed at two pounds nineteen Shillings & six pence, and thereof he may have his Execn. Execn. is. 22. Novb. 1773. —

Day vs Leonard } Thomas Day of Springfield in the County of Hampshire yeoman Pltf. vs. David Leonard of Sd. Springfield yeoman and a Deputy Sheriff under Solomon Goddard Esq. Sheriff of Sd. County Deft. in a plea of Replevin &c. as at large on Record of last Term. — and now the said Parties appear by their former Attys. and move for a further Continuance of this Action. and it is Considered that the Sd. Parties have a day &c. until the Second Tuesday of Feb. next following i.e. 2. Tuesday of November aforesaid

Rosebrook et al vs Carrol et al } John Rosebrook of South Brimfield in the County of Hampshire yeoman Pltf. vs. George Carrol yeoman and Thomas Wallis Physician both of Sd. So. Brimfield Deft. in a plea &c. as on Record of last Term. the Pltf. being three times publickly called is Nonsuit & the Deft. likewise Defaulted & the Action dismissed.

Pynchon vs Granger et al } George Pynchon of Granville in the County of Hampshire yeoman Pltf. vs. Asher Granger of Springfield in Sd. County yeoman and John Wright of said Granville yeoman Deft. in a plea of the case &c. as at large on Record heretofore. And now the Sd. Parties appear and the Referees to whom this Action was submitted now Report that having heard the Parties & their Evidence they find that the said George do recover against the Sd. Asher and John three pounds two Shillings & seven pence Damages and Cost of Court and Cost of this Reference. Therefore it is Considered by the Court that the said George do recover against the said Asher & John three pounds two Shillings & seven pence of lawful money Damages & Cost of Suit taxed at four pounds & four pence. and thereof he may have Execn. Execn. is. 14th December 1773.

Josa Rogers yeoman & Margaret Rogers Widow both of Springfield in the County of Hampshire Executors of the last Will & Testament of Elijah Rogers late of sd. Springfield yeoman decd. Plts. vs. Moses Miller of sd. Springfield yeoman Deft. in a plea of the case &c as at large on Record of last Term. The Parties now come and the Referees to whom this Action with all other demands was submitted now Report that the said Moses was not Indebted to the s. Exrs at the time of the Submission &c as per award Recorded No. 176 among the Actions continued from last August in the Case Jones &c. Exrs vs. Rogers &c. Exrs. vid. last page.

Rogers &c. vs Miller

Therefore it is Considered by the Court that the said Moses do recover against the said Exrs. Costs of suit Plaxd at one pound Six Shillings and two pence and thereof he may have his Execn. Cases in. 22d. Novb. 1773.

Joseph Smith of Belchertown in the County of Hampshire Gent. Plt. vs. Jonathan Bardwell of sd. Belchertown yeot. Deft. in a plea of Trespass on the Case wherein the sd. Joseph Complains that whereas the said Joseph is his Majesty's good true pious & honest liege Subjet and hath always from the time of his Nativity hitherto behaved and governed himself as his Majesty's good honest true, and faithful Subjet and hath been all his Lifetime reputed and esteemed of a good Name, Character, Conversation, and Reputation by all his Majesty's good Subjets to whom he was known and with whom he was acquainted, and also hath hitherto remained as such faithful & true and honest Subjet, uncharged, unaccused & unimputed of any kind of Fraud, falsehood, Deceit, lying, Perjury or the guilt or Imputation of any such Enormous Crimes, or either of them, by means of which good Name, Character Conversation and Reputation, the said Joseph had gained the love favour, and good will of all his Majesty's good Subjets with whom he conversed, and also received great Advantages, Gains & profits thereby from. Nevertheless the said Jonathan well knowing the premises but & envying the great Credit Reputation & Esteem which the said Joseph had so acquired & to wickedly & maliciously & contriving thereof wholly to deprive the said Joseph and so to bring the said Joseph into an Opprobrious Scandal and the disbelief and Contempt of all persons especially of his neighbours & friends and to cause the said Joseph to be punished according to the Laws of this Province made and provided for those who should commit corrupt & wilful perjury, on the thirtieth day of November A.D. 1772 at Belchertown aforesaid in the presence and hearing of several of his Majesty's faithful Subjets then and there being present did hearing the same falsely and Maliciously speak, assert, and proclaim with a loud voice the following false Scandalous & Opprobrious words of and concerning the said Joseph to that is to say, Joseph Smith (meaning the Plt.) perjured himself he (meaning the said Joseph) took a false Oath and (meaning s? Jonathan) can prove it, and I (meaning s? Jonathan) will prosecute him (meaning s? Joseph) for it (meaning for his false Oath and perjury aforesaid) Smith perjured himself and I can prove it. and whereas at a Superiour Court of Judicature Court of Assize and General Gaol delivery holden at Springfield within the County of Hampshire and for the County of Hampshire & Berkshire on the fourth Tuesday of September A.D. 1772 a certain Action was heard and tryed wherein the said Jonathan was Plt. and one Caleb Strong was Deft. in the Gayol of which Action the said Joseph was Sworn as a Witness and made Oath according to Law that he would then & there testify the truth, the whole truth, and nothing but the truth, relating to the same Action. and whereas the said Joseph on his Oath aforesaid in

Smith vs Bardwell No. 1

Smith
&
Bardwell
vs
1

in the same tryal before the same Court and to the Jurors then and there duly Impanelled and Sworn to try the Issue Joined in the same action did accordingly testify the truth the whole truth and nothing but the truth touching the same and whereas in the same action the said Caleb Clark moved Judgment against the said Jonathan for his Costs of Suit on which Judgment the said Caleb afterwards sued out his Execution against the said Jonathan & the said Jonathan afterwards to wit on the twelfth day of December Anno 1772 at Northampton aforesaid of his further envy and malice against the said Joseph in the presence and hearing of divers of his Majesty's good Subjects speaking of the said action tryed in his Majesty's Superiour Court of Judicature and of the said Execution sued out on the Judgment aforesaid and of the money therein Commanded to be levyed and also speaking of the said Joseph Smith and of his testifying aforesaid in the Tryal of the same action under his oath aforesaid did falsely & maliciously speak utter and loudly proclaim the following Scandalous & opprobrious Words of the said Joseph that is to say Joseph Smith (meaning the Plt.) swore to a Downright Lye and that is the reason that I (meaning ? Jonathan) have all this money (meaning the whole Costs of the said Execution) to pay I (meaning ? Jonathan) will try to get a Bill (meaning a Bill of Indictment to be found by the Grand Inquest for the Body of said County) against Smith (meaning ? Joseph the Plt.) for perjury this (meaning the said Joseph & the other Witnesses who testified in the Tryal aforesaid) have swore three hundred pounds from me and do you think that I will be such a Downright fool as not to try to get it again? also that the said Jonathan in pursuance of his said Envy and malice aforesaid to wit at Hatfield in said County in the presence and hearing of divers of his Majesty's said Subjects on the thirtieth day of May A.D. 1773 did speak utter publish and with a loud voice pronounce of & concerning the said false & defamatory words following, to wit, Joseph Smith (meaning the Plt.) has perjured himself and I (meaning ? Jonathan) can prove it he (meaning ? Joseph the Plt.) has perjured himself & I will prove it. also that the said Jonathan in further prosecution of his Envious & malicious purpose aforesaid and with intent to procure a Bill of Indictment to be found against the said Joseph for perjury by the Grand Inquest for the Body of said County afterwards to wit the same day and year at Springfield aforesaid in the presence and hearing of a number of Grand Jurors for the Body of said County who had been duly Impanelled, charged and Sworn to enquire for our Sovereign Lord the King of Perjuries and all other heinous Crimes and misdeeds done & perpetrated within the Body of said County did speak utter pronounce and with a loud voice proclaim the following Scandalous false & Defamatory words of & concerning the said Joseph that is to say, Joseph Smith (meaning the Plt.) has perjured himself he took a false Oath in Clarks Case & mine before the Superiour Court he swore to that which was false and I I have Suffered by it, and I hope that you (meaning the said Jurors) will take notice of it, I would have you (meaning the said Jurors)

Enquire into it. Whereas in truth the said Joseph says he never was Guilty of or committed the said Perjury or any such like Crime, by means of which speaking, publishing uttering, procuring, and producing the Several false and Scandalous words aforesaid the said Joseph is not only Injured in his Character & Reputation but also has been compelled to expend large Sums of money to make the manifest Injury & the premises all which is to the damage of the said Joseph three hundred pounds. the Plt. appears by Simeon Stoda Esq. his Attr. and the said Jonathan by Joseph Hawley Esq. his Attr. comes into Court and moves that this Action may be continued that he may have Opportunity to plead specially. And it is Considered that the said Parties have a Day or until the second Tuesday of Feby next following said second Tuesday of November aforesaid.

Titus Dickinson of Northfield in the County of Hampshire yeoman Apt. vs. Jacob Foster of Hinsdale in the County of Cumberland and Colony of New York Labourer Appellee from the Judgment of Seth Field Esq. one of his Majesty's Justices of the Peace for said County of Cheshire at a Trial before him at his Dwelling House in Northfield on Wednesday the eighth day of September in the Thirteenth year of his Majesty's Reign Anno Dom 1773 wherein the said Jacob was Plt. and the said Titus Deft. in a plea of Debt as per Copy on file at which Trial Judgment was rendered that the said Jacob should recover against the said Titus twenty one Shillings & ten pence lawful money Damages & Costs of suit taxed at Eleven Shillings and two pence like money from which Judgment the said Titus appealed to this Court and recognized &c and this Court having inspected the papers brot up in this Case and it appearing that the Justice had no Jurisdiction of the Cause it is ordered that the said action be quashed & that neither party shall have Cost.

Dickinson vs Foster No. 2

Timothy Wright Hall of Monson in the County of Hampshire yeoman Plt. vs. Ebenezer Davis Junr. of South Brimfield in said County yeoman Deft. in a plea of the Case for that said Ebenezer at said Monson on the tenth day of June last by his Note of that date for value received promised said Timothy to pay him five pounds nine Shillings on demand with Interest till paid. yet said Ebenezer tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Timothy ten pounds. the Plt. appears by Joshua Upham Esq. his Attr. and the said Ebenezer tho' three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Timothy Recover against the said Ebenezer five pounds Eleven Shillings & nine pence of lawful money Damages & Costs of Court taxed at one pound nineteen Shillings and two pence thereof &c. Exon. ir. 22. Novr. 1779.

Wright Hall vs Davis No. 4

Isaac Roberts of Palmer in the County of Hampshire yeoman Plt. vs. Samuel Grice of Westminster in the County of Worcester yeoman Deft. in a plea of the Case for that said Samuel at Palmer aforesaid on the eighth day of September Anno Dom 1779 by his note of that date for value received promised said Isaac to pay him five pounds twelve Shillings on or before the eight day of September then next with Interest till paid yet said Samuel the other acquitted hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Isaac ten pounds

Roberts vs Grice No. 5

Roberts vs Grist No. 5

the Pltf. appears by Joshua Upham Esq. his Attr. and the said Samuel tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Isaac do recover against the said Samuel seven pounds one shilling and five pence of lawful money Damages & Cost of Court taxed at one pound fifteen Shillings & eight pence & thereof &c. Essex ss. 23. Novr. 1773

Daw vs Nichols No. 6

James Daw of Ware in the County of Hampshire yeoman Pltf. v.s. Timothy Nichols of New Braintree District in the County of Worcester yeoman Deft. in a plea of the Case for that he Timothy at Ware aforesaid on the tenth day of July last by his note of that date for value recived promised said James to pay him or his order four pounds four shillings on demand with Interest till paid. yet said Timothy tho often requested hath never paid the same or any part thereof but unjustly refuses it to the damage of the said James ten pounds. the Pltf. appears by Joshua Upham Esq. his Attr. & the D. Timothy tho three times publickly called do th not come but make default of appearance here. Therefore it is Considered that the said James do recover against the said Timothy four pounds five shillings & eight pence of lawful money Damages & Costs of Court taxed at one pound Sixteen Shillings & three pence &c. Essex ss. 23. Novr. 1773

Clarke vs Pelton No. 7

Joel Clarke of Farmington in the County of Hartford and Colony of Connecticut Gent. Pltf. vs. Ephraim Pelton late of London in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Ephraim at said Northampton on the nineteenth day of August last past by his note under his hand of that date for value recd promised the said Joel to pay him seven pounds ten shillings & five pence lawful money the nineteenth day of Febry then next ensuing the date of said Note with lawful Interest till paid. yet the said Ephraim tho often requested hath never paid the same or to the damage of the said Joel nine pounds. the Pltf. appears by Saml. Fowler Gent. his Attr. and the said Ephraim tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Joel do recover against the said Ephraim Eight pounds one shilling & one penny of lawful money Damages & Cost of Court taxed at two pounds eight shillings & two pence & thereof &c. Essex ss. 23. Novr. 1773

Fowler vs Moor No. 8

Samuel Fowler of Westfield in the County of Hampshire Gent. Pltf. vs. James Moor of Southwick in s.d County yeoman Deft. in a plea of the Case for that the said James at s.d Westfield on the twentieth day of May last past by his Note of that date for value there recived promised to John Phelps Gent. to pay him or his Order two pounds eight Shillings & two pence lawful money on demand with lawful Interest for the same till paid. and afterwards to wit on the same twentieth day of May last past at s.d Westfield the said John Phelps by his Indorsement on the back of the same Note with his proper hand subscribed Ordered the same Note to the said Samuel the Pltf. and ordered the Contents thereof then wholly due & unpaid to be paid to the said Samuel of all which the said James then & th-

then and there Instantly had notice and so became liable to pay the Contents of the said Note to the said Samuel and being so liable the said James then and there promised the said Samuel to pay him the same accordingly on demand yet the said James tho often requested hath never paid the said Samuel the same Sum or any part thereof but hitherto hath and still doth unjustly neglect to pay him the same to the damage of the said Samuel five pounds. The Plt. appears in his proper person and the said James tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered that the said Samuel do recover against the said James two pounds nine Shillings and four pence of lawful money Damages and Cost of Court taxed at one pound thirteen Shillings and two pence and the said he may have his Execn. &c. in 3d. Novemb. 1773.

Andrew Hillyer of Simsbury in the County of Hartford and Colony of Connecticut Gent. Plt. vs. Lord of Granville in the County of Hampshire yeoman Deft. in a plea of the case for that the said John at D. Northampton on the twenty eighth day of January last past by his Note of that date for value received promised the said Andrew to pay and deliver to him Seven pounds ten Shillings lawful money worth of Grain within six months from the date of s.d Note with lawful Interest for the same Sum after the time of payment till paid and the said Andrew says he has been always ready to receive the same Grain according to the tenor of said yet the said Andrew tho often requested & tho the time of payment hath long since Elapsed hath never paid and delivered the said Grain to s.d Andrew or any ways satisfied him the same Sum but hitherto hath and still doth unjustly neglect so to do to the damage of the said Andrew fifteen pounds. the Plt. appears by Samuel Fowler Gent. his Att.y and the said John tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered by the Court that the said Andrew do recover against the said John Seven pounds twelve Shillings & eight pence of lawful money Damages & Cost of Court taxed at one pound sixteen Shillings & ten pence & the said he may have his Execn. in 3d. Novemb. 1773.

Hillyer vs Lord No. 9

Matthew Noble of Westfield in the County of Hampshire yeoman Plt. vs. Isp. Sachet of Westfield aforesaid yeoman Deft. in a plea of the Case for that the said Isp. at D. Westfield on the eighteenth day of May 1772 by his note of that date for value received promised the s.d Matthew to pay him nine pounds lawful money at or before the first day of October then next ensuing the date of s.d Note with Interest till paid. yet the said Isp. tho often requested hath never paid the same or but neglects so to do to the damage of the said Matthew nine pounds thirteen Shillings the Plt. appears by Samuel Fowler Gent. his Att.y and the said Isp. tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered by the Court that the said Matthew do recover against the said Isp. nine pounds six Shillings and three pence of lawful money Damages & Cost taxed at one pound twelve Shillings & four pence and the said he may have his Execn. Execn. in 3d. Novemb. 1773.

Noble vs Sachet No. 10

Samuel Fowler of Westfield in the County of Hampshire Gent. Plt. vs. Moses Drake of Westfield aforesaid yeoman Deft. in a plea of the Case for that the said Moses at said Westfield on the eighth day of January last past by his note of that date for value recd. pro-

Fowler vs Drake No. 11

Fowler vs Drake No 11

promise one John Mosley to pay him or his Order ten pounds three Shillings and ten pence lawful money on demand with lawful Interest for the same Sum till paid and afterwards viz on the eighth day of January last past at Westfield aforesaid the said John Mosley by his Instrument for the sum of the same Note did grant the same Note to the said Samuel & Ordered the Contents thereof then wholly due and unpaid to be paid to the said Samuel of all which the said Moses then and there had Notice and became liable to pay the Contents of the said Note to the said Samuel according to the tenor thereof & being so liable the said Moses then and there promised the said Samuel to pay him the same sum accordingly on demand. but the Defendant though often requested hath never paid the said Samuel the same sum but hitherto hath and still doth unjustly neglect & refuse to pay him the same. to the damage of the said Samuel two pounds ten Shillings. — And the Def. appears in their proper person & the said Moses the Pltf. comes likewise into Court & being three times publickly called to come and to Court & doth not come but makes Default & appearance here. — Therefore it is Considered by the Court that the said Samuel do recover against the said Moses ten pounds fourteen Shillings of lawful money damages & Cost of Court taxed at three pound twelve Shillings & four pence. —

And now the said Moses by John Phelps his Atty. comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Northampton within the County of Hampshire & for the Counties of Hampshire & Berkshire on the last Tuesday of April next & he recognizes with sureties as the Law directs for the said Moses prosecuting his said appeal with effect as by the said Recognizance on file appears. —

Fowler vs Fowler et al No. 12

Billad Fowler of Westfield in the County of Hampshire yeoman vs. David Fowler yeoman - Stephen Fowler yeoman and Daniel Fowler yeoman all of s. Westfield Defts. in a plea of Partition for that whereas the said Billad, Daniel, Stephen, and Daniel Holy together and undivided to them & their Heirs Ninety Acres of Land in Westfield aforesaid at a place called Stony Hill that was original laid out to Samuel Fowler father of the said David, Stephen, Daniel & Billad and bounded as follows viz. North on Land of the s. Stephens West on a Brook. East on the Land as that was lately the said Billads. East on the said Fowlers home Lot partly & partly on Land belonging to the s. Billad Fowler & his Heirs to have one fourth part or quarter of s. Ninety Acres of Land and to s. David Stephens & Daniel to have the other three parts or 3 quarters of s. ninety Acres of Land in a proportion as shall be given to the s. Billad Fowler to hold to them in Severalty so that said Billad may severally his own for the part of s. Ninety Acres of Land & s. David Stephens & Daniel may improve their other three parts of said Ninety Acres of Land. according to the Province Law in that case provided and which the said David Stephen & Daniel will not suffer it to be done to the damage of the said Billad Fowler forty pounds. the Pltf. appears by Samuel Fowler Gent. his Attr. and the said

David Stephen and Daniel the three times publickly called to come into Court do not come but make Default of appearance here. —
It is therefore Considered by the Court that the said Bildad may have his Writ of Partition &c agreable to the Statute in this Case made & provided - - - - - —

Writ iss.d 30th Novemb.r 1773

John Phelps of Westfield in the County of Hampshire Gent. Plt. vs. Thomas Gilbert late of Southwick in s.d County yeoman Deft. in a plea of the Case for that the said Thomas at Northampton on the second day of Octob.r Current by his Note of that date for value recived promised the said John to pay him or Order the sum of five pounds lawful money on demand with Interest till paid yet the said Thomas tho often thereto requested hath not performed his said promise but is wholly neglect it so to do and still doth neglect & refuse to the damage of the said John Seven pounds. the Plt. appears in his proper person, and the D.t Thomas tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered that the said John do recover against the said Thomas five pounds and nine pence of lawful money Damages and Cost of Court taxed at one pound twelve shillings and one penny and thereof &c. Exon. is.d 23.d Nov.b.r 1773.

Phelps vs Gilbert No. 13

Asa Freeman of Worthington in the County of Hampshire yeoman Plt. vs. Ephraim Wheler of Worthington aforesaid yeoman Deft. in a plea of trespass on the Case for that the said Ephraim at s.d Worthington on the twentieth day of December last past by his Note of that date for value recived promised on Eyehall Cleveland to pay him or his Order the sum of four pounds and seven Shillings lawful money at or before the first day of May then next following the date of s.d Note with the lawful Interest till paid. and afterwards at said Worthington on the same day last aforesaid no part of the Contents of s.d Note having been paid to the said Eyehall by the said Eyehall by his Indorsement on the back of the same Note Indorsed the same Note over to the said Asa the Plt. & he the said Eyehall by his said Indorsement directed and Ordered the said Ephraim to pay the Contents of the said Note wholly due and unpaid to the said Asa the Plt. or his Order for value recived whereof the said Ephraim there and then instantly had Notice and by reason thereof became chargeable & liable to pay the Contents of the said Note to the said Asa the Plt. according to the tenor of the said Note and in Consideration thereof he the said Ephraim then and there undertook & faithfully promised the said Asa to pay him the Contents of the said Note according to the tenor thereof yet the said Ephraim tho often thereto requested hath not performed his said promise but the hitherto hath & still doth unjustly neglect & refuse to do it to the damage of the said Asa Seven pounds. the Plt. appears by John Phelps Gent. his Att.y and the said Ephraim tho three times publickly called to come into Court doth not come but makes Default of appearance here.
Therefore it is Considered by the Court that the said Asa do recover against the said Ephraim four pounds Eleven Shillings & eight pence of lawful money Damages & Cost of Court taxed at one pound twelve Shillings and six pence. and thereof &c. Exon. is.d 22.d Novemb.r 1773. —

Freeman vs Wheler No. 14

Williams vs Wright No. 15 — Nathaniel Williams of Westfield in the County of Hampshire yeoman Plt. vs. Samuel Wright of Southampton in said County yeoman Deft. in a plea of the Case for that the said Samuel at Northampton on the Eighth day of Feb.y A.D. 1773 by his note of that date for value rec.d promised the said Nathaniel to pay him or Order the sum of Eight pounds lawful money on demand with Interest meaning the lawful Interest thereof till paid. yet the said Samuel tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Nathaniel three pounds. the Plt. appears by John Hodges Gent. his Att.y and the three times publickly called do not come into Court nor makes default of appearance here. Therefore it is Considered that the said Nathaniel do recover against the said Samuel Eight pounds lawful Silver Shillings & five pence of lawful money Damages and Cost of Court taxed at one pound Eleven Shillings and five pence & thereof he may have his Exec.n. Exec.n is. 5. Nov.r 1773.

Sackett vs Russell No. 16 — Daniel Sackett Junr. of Westfield in the County of Hampshire yeoman Plt. vs. Stephen Russel late of Southwick in said County yeoman Deft. in a plea of the Case for that the said Stephen at said Northampton on the twenty fourth day of June A.D. 1771 by his note of that date for value rec.d promised the said Daniel to pay him the sum of two pounds one Shilling & six pence worth of Grain at the market price at or before tenth day of Feb.y then next following the date of said note with Interest from the time of payment till paid. yet the said Stephen tho often thereto requested hath not performed his said promise but he wholly neglects it to the Damage of the said Daniel two pounds. the Plt. appears by John Hodges Gent. his Att.y and the said Stephen tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Daniel do recover against the said Stephen two pounds five Shillings and seven pence of lawful money Damages & Cost of Court taxed at one pound twelve Shillings & five pence and thereof he may have his Exec.n. Exec.n is. 23. Nov.r 1773.

Strong vs Gilbert No. 17 — Sal.l Strong of Granville in the County of Hampshire yeoman Plt. vs. Nathaniel Gilbert of Suffield in said County yeoman Deft. in a plea of the Case for that the said Nathaniel at P. Southwick on the twenty fourth day of March last past by his note of that date for value rec.d promised the said Sal.l to pay him the sum of two pounds nineteen Shillings on demand with Interest till paid. yet the said Nathaniel tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Sal.l two pounds. the Plt. appears by John Hodges Gent. his Att.y and the said Nathaniel tho three times publickly called to come into Court doth not come but makes Default of appearance here. ——— Therefore it is Considered by the Court that the said Sal.l recover against the said Nathaniel four pounds two Shillings and one penny of lawful money Damages & Cost of Suit taxed at one pound Sixteen Shillings & six pence & thereof. Exec.n is. 23. Nov.r 1773

Jad. Noble of Westfield in the County of Hampshire yeoman Pltf. vs. Solomon Root of said Westfield yeoman Deft. in a plea of the Case for that the said Solomon at said Westfield on the fourteenth day of August last past by his note of that date for value rcvied promised the said Jad to pay him the sum of Eleven pounds and fourteen Shillings lawful money with interest in two months from the date of said note with interest till said yet the said Solomon tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Jad fifteen pounds. the Pltf. appears by John Hodge Esqr. his Attr. and the said Solomon tho three times publickly called to come into Court doth not come but makes Default of appearance &c. Therefore it is Considered by the Court that the said Jad do recover against the said Solomon Eleven pounds nineteen Shillings & four pence of lawful money Damages & Cost of Court taxed at One pound Eleven Shillings & six pence. from which the said Solomon by William Billings Esq. his Attr. comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire & Berkshire on the last [illegible] Tuesday of April next and he Recognizes with Sureties as the Law directs for the said Solomon's prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

150
Root vs Root
Nº 18

Isaac Ward of Amherst in the County of Hampshire Gent. Pltf. vs. John Adams late of said Amherst yeoman Deft. in a plea of the Case for that the said John at Amherst aforesaid on the last day of June last past was Indebted to the said Isaac in the sum of forty pounds fourteen Shillings, and eight pence to balance Book Acct. and then and there in Consideration thereof the said John promised the said Isaac to pay to him the same sum when he should be thereto requested, yet the said John tho often requested has not paid said sum but refuses to do it to the damage of the said Isaac fifty pounds the Pltf. appears by William Billings Esq. his Attr. and the Dft. by his Attr. of the Province, the Dft. by his Attr. moves that this action may be continued. and it is Considered that the said Parties have a day given until the second Tuesday of Febry next following viz. Second Tuesday of Feb. aforesaid.

Ward vs Adams Nº 19

Leonard Pike of Pittsfield in the County of Hampshire yeoman Pltf. vs. Samuel Ware of Conway in the County of Hampshire Husbandman Deft. in a plea of the Case for that the said Samuel at Conway aforesaid on the tenth day of December Dr 1772 by his note of that date for value rcvied promised one Moses Hayden to pay to him or his Order the sum of five pounds fifteen Shillings within nine months from the date with Interest after three months till paid, and the aforesaid sum being unpaid he the said Moses afterwards to wit on the fifteenth day of September Dr 1773 at Conway aforesaid indorsed that note with his proper hand & the same subscribed & thereby appointed the Contents of said note to be paid to the said Leonard for value rcvied whereof the said Samuel afterwards to wit on the same last mentioned day & year at Conway aforesaid had notice by reason of which premises he the said Samuel was & became liable to pay to the said Leonard the same sum of money according to the tenor of the said note and being so liable he the said Samuel afterwards to wit on the same day & year last above mentioned in Consideration thereof promised the said Leonard to pay him the same sum when he should be thereto requested, yet the said Samuel tho often requested has not paid

Pike vs Ware Nº 20

Pitts vs. Ware No. 20

said Sum but neglects to do it to the damage of the said Samuel two pounds the Plt. appears by William Billings Esq. his Attr. and the said Ware although three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered that the said Samuel do recover against the said Samuel five pounds nineteen Shillings & six pence of lawful money Damages & Costs of Court taxed at Six pound thirteen Shillings & eight pence. —

And now the said Samuel by Jonathan Ashley Esq. his Attr. appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire & Berkshire on the ~~Last~~ Tuesday of April next and he recognizes with sure-ties as the Law directs for the said Samuels prosecuting his s. Appeal with effect as by the said Recognizance on file appears. —

Sartwell vs Nye Jr. No. 21

Nathaniel Sartwell of Whately in the County of Hampshire yeoman Plt. vs. Caleb Nye Junr. of Hardwick in the County of Worcester yeoman Deft. in a plea of the Case for that the said Caleb at said Whately on the nineteenth day of Feb.y A.D. 1772 by his note of that date for value recived promised the said Nathaniel to pay to him the sum of five pounds lawful money p. Annum to be paid in hollow Ware to be delivered at Landlord Billings (meaning Fellows Billings inn-holder) and at or before the nineteenth day of May then next, and the said Nathaniel in fact says that he was always ready at the time & place aforesaid to recive s. hollow Ware, yet the said Caleb tho often requested has not performed his said promise nor has he in any way satisfied & contented the aforesaid sum to the said Nathaniel but neglects to doit to the damage of the said Nathaniel five pounds. the Plt. appears by William Billings Esq. his Attr. and the said Caleb tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Nathaniel do recover against the said Caleb five pounds of lawful money Damages and Cost of Court taxed at One pound Eleven Shillings & two pence and thereof he may have his Exon. Execn. is. Janry fifth 1774 —

Dewey vs Taylor No. 24

Simeon Dewey of Springfield in the County of Hampshire yeoman Plt. vs. Mark Taylor of Southradley in said County yeoman Deft. in a plea of the Case for that the said Mark on the twenty ninth day of July last past at Springfield aforesaid by his Note under his hand for value recived promised the said Simeon to pay him or Order five pounds one Shilling & nine pence lawful money by the first day of Octr. then next with Interest for the same until paid yet the said Mark tho that time is elapsed and tho often requested doth not paid the same Sum or the Interest of it but neglects and refuses to do it to the damage of the said Simeon seven pounds the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Mark tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is considered by the Court that the said Simeon do recover against the said Mark five pounds three Shillings & six pence of lawful money Damages & Cost of Court taxed at One pound Eleven Shillings & two pence, & thereof &c

Execn. is. 23. Novbr. 1773. —

George Bates of Springfield in the County of Hampshire Cordwainer Plt. vs. Oliver Bush of Enfield in said County yeoman Deft. in a plea of the case for that the said Oliver on the fifth day of Novemb. last past at Springfield aforesd. by his Note of that date for value recvd promised the said George to pay him or Order twenty three pounds Eleven Shillings & four pence Lawful money on or before the first day of January then next ensuing with lawful Interest for the same till paid. yet the said Oliver tho that time is elapsed and the other requested hath not paid the same Sum or the Interest of it but hath neglected and refuses to do it to the damage of the said George thirty pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Oliver tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered that the said George do recover against the said Oliver twenty five pounds and seven pence of lawful money Damages & Costs of Court taxed at One pound twelve Shillings and ten pence & therefore &c. is? 23. Novr. 1773. Bates vs Bush No. 25

Cooper Plt. vs. Daniel Ware of Enfield in the County of Hampshire Yeoman Aaron Hall of Enfield said County yeoman Deft. in a plea of the Case for that the said Aaron on the twenty ninth day of September A.D. 1772 at Enfield aforesaid by his Note under his hand of that date for value recvd promised the said Daniel to pay him four pounds Lawful money within twelve months from the date aforesaid of s. Note with lawful Interest for the same after it at time till paid. yet the said Aaron tho often requested hath not paid the said Sum or the Interest of it but neglects and refuses to do it to the damage of the said Daniel four pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Aaron tho three times publickly called to come into Court doth not come but makes default & appear ance here. Therefore it is considered by the Court that the said Daniel recover against the said Aaron four pounds and seven pence of lawful money Damages and Cost of Court taxed at one pound fifteen Shillings & six pence and thereof he may have his Execn. Execn. is? 22. Novr. 1773. Cooper vs Hall No. 26

Daniel Wadsworth Trader and [illegible] of Hartford in the County of Hartford and Colony of Connecticut Plt. vs. Reuben Taylor of Southfield in the County of Hampshire yeoman & Timothy Morgan of Springfield in said County yeoman Defts. in a plea of the Case for that the said Reuben and Timothy on the thirtieth day of August last past at Springfield aforesaid by their Note for value recvd promised the said Daniel & George to pay them or Order Eight pounds seventeen Shillings & six pence Lawful money within fourteen days from that time with Interest till paid. yet the said Reuben & Timothy tho that time is elapsed & the often requested have not paid the same Sum or the Interest of it nor has either of them done it but neglect & refuse to do it to the damage of the said Daniel & George Twelve pounds. the Plt. appear by Jonathan Bliss Esq. their Attr. and the said Defts. tho three times publickly called to come into Court do not come but make default of appearance here. Therefore it is considered by the Court that the said Daniel & George do recover against the said Reuben & Timothy Eight pounds seventeen Shillings & nine pence of Lawful money Damages & Cost of Court taxed at two pounds two Shillings & five pence and thereof &c. Execn. is? 23. Novemb. 1773. Wadsworth & Taylor & No. 27

Merith vs Jones No. 28

Jonathan Merith of Wilbraham in the County of Hampshire yeoman Plt. vs. Joseph Jones of Springfield in the same County yeoman Deft. in a plea of the case for that the said Joseph on the the day first day of August last past at Springfield aforesaid by his note of that date for value received promised the said Jonathan to pay him ten pounds of lawful money on demand with interest for the same till paid. yet the said Joseph tho often requested hath not paid the same nor any part of the Interest of it but he neglects & refuses to do it to the damage of the said Jonathan fifteen pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Joseph tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Jonathan do recover against the said Joseph ten pounds two Shillings and eleven pence of lawful money Damages & Cost of Court taxed at one pound seventeen Shillings and six pence and the Body of the said Joseph is in Execution. &c. in Springfield 2d. Novemb. 1773

Miller vs Dunham No. 29

Joseph Miller of Springfield in the County of Hampshire yeoman Plt. vs. Samuel Dunham late of Wilbraham in said County yeoman Deft. in a plea of the Case for that the said Samuel on the twenty fourth day of August Anno 1772 at Springfield aforesaid by his note of that date for value received promised the said Joseph to pay him ten pounds of lawful money by the twenty fourth day of August then next ensuing with Interest for the same till paid. yet the said Samuel tho at the time aforesaid & often requested hath not paid the same nor any part of the Interest of it but he neglects & refuses to do it to the damage of the said Joseph fifteen pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Samuel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered that the said Joseph do recover against the said Samuel ten pounds fourteen Shillings & eight pence for his Damages & Cost of Court taxed at one pound fifteen Shillings and six pence and the Body of the said Samuel is in Execution. &c. in Springfield 2d. Novemb. 1773. —

Patterson vs Hinds No. 30

Joseph Patterson of Ware in the County of Hampshire yeoman Plt. vs. Joseph Hinds of Greenwich in said County husbandman Deft. in a plea of the case for that the said Hinds at Greenwich aforesaid on the twenty second day of January 1768 by one note under his hand for value received promised one Nicholas Bullet to pay him or his order the full & just Sum of one pound fifteen Shillings & nine pence lawful money to be paid in Ware with Interest till paid. & the said Nicholas three days afterwards viz. on the first day of this present September by his Endorsement on the same Note for value received ordered the Contents thereof being then wholly due & unpaid to be paid to the said Patterson who thereupon accordingly gave the said Hinds notice & he thereby became chargable with paying the said Patterson the same & promised to do it accordingly on demand. yet the said Hinds tho requested hath never paid the same nor the Interest thereof nor any way fulfilled his said promise but neglects to do it to the damage of the said Patterson three pounds. the Plt. appears by Wm. Scott Gent. his Attr. and the said Hinds tho'

three times publickly called to come into Court doth not come but makes Default of appearance here Therefore it is considered by the Court that the said Patterson do recover against the said Hinds two pounds eight Shillings & eight pence of lawful money Damages & Costs Court taxed at One pound seven Shillings & two pence and that he may have his Exon. Execn. is. 23. Novemb. 1773.

John Mc Clister of Enfield in the County of Hamps- Mc Clister
-shire yeoman Ptt. vs. Asher Grosvenor of Springfield in s. County yeoman as
Deft. in a plea of the case for that said Asher at said Springfield on the fourteenth day of February last past by his by his note of that date for value No. 32
received promised said John to pay him seven pounds Sixteen Shillings
lawful money in three months from the date of s. note yet said Asher
the often thereto requested hath not paid said John the same sum or any
penny thereof but hitherto hath & still neglects & refuses to pay him
the same to the damage of the said John five pounds. the Ptt. appears
by Mess Bliss Esq. his Att. and the said Asher tho three times publickly
called to come into Court doth not come but makes Default of appear-
ance here. Therefore it is considered by the Court that the said John do
recover against the said Asher Eight pounds & seven pence of law-
ful money Damages & Cost of Court taxed at two pounds fifteen shillings
and ten pence, and thereof &c Execn. is. 24th. Novemb. 1773.

Joseph Barrett of Hartford in the County of Hartford Barrett
and Colony of Connecticut Gent. Ptt. vs. Elijah Leonard yeoman vs
Thomas Smith yeoman both of Springfield in the County of Hamp- Leonard
shire Defts. in a plea of the Case for that said Elijah & Thomas at said & No. 33
Springfield on the thirteenth day of November last past by their
of that date for value received promised said Joseph to pay him or his
Order Nineteen pounds fourteen Shillings & two pence lawful
lawful money within three months from the date of s. Note with
lawful Interest for the same till paid yet said Elijah & Thomas neither
of them the other thereto requested have not paid said Joseph the same
sum or any penny thereof or said Interest but hitherto have & still ne-
glect & refuse to pay him the same to the damage of the said Joseph
twenty two pounds. the Ptt. appears by Mess Bliss & Ely his Att. and
the said Elijah and Thomas tho three times publickly called to come
into Court doth not come but makes Default of appearance here.
Therefore it is Considered that the said Joseph do recover against the
said Elijah & Thomas twenty pounds fourteen Shillings & eleven
pence of lawful money Damages & Cost of Court taxed at two pounds
three Shillings & one penny and thereof &c. Execn. is. 24th. Novemb. 1773.

Bildad Fowler of Westfield in the County of Hamps- Fowler
shire yeoman Ptt. vs. James Moore of Southwick in s. County as
yeoman Deft. in a plea of the Case for that said James at said Westfield Moore
on the thirtieth day of April A.D. 71 by his note of that date for value No. 34
received promised said Bildad to deliver & pay him five pounds four
Shillings & two pence lawful money worth of good Merchantable
wheat at the ready money price by the middle of the month of Octo-
ber then next with the lawful Interest of the same sum from the
date of said Note till paid. and the said Bildad says he hath been

Fowler vs Moore No. 34

been always ready to receive said Wheat of the said James, yet S. James tho often thereto requested hath never delivered him the said Bildad the same or any part thereof or any ways fulfilled his said promise but neglects and refuses so to do to the damage of the said Bildad four pounds. The Plt. appears by Moses Bliss Esq. his Attr. and the said James tho three times publickly called to come into Court doth not come but makes Default & appearance here. Therefore it is considered by the Court that the said Bildad do recover against the said James Six pounds Eleven Shillings & seven pence of lawful money Damages & Cost of Court taxed at One pound thirteen Shillings & four pence & thereof. Given &c. 24th Novemb. 1773

Pease vs Pepper No. 35

Joseph Pease of Suffield in the County of Hampshire yeoman Plt. vs. William Pepper of Springfield in the County aforesaid yeoman Deft. in a plea of the Case for that S. William at S. Springfield on the last day of September last past was justly indebted to said Joseph in the Sum of five pounds ten Shillings lawful money by Book Debt to balance the same according to the Act annexed to the Writ and in Consideration thereof said William then and there promised S. Joseph to pay him the same Sum on demand, and also for that whereas S. Joseph had there before that time sold and delivered said William at his special Instance & request divers other Goods Wares & Merchandizes as are there in this Account Specified in Consideration hereof said William there on the same last day of September last past promised said Joseph to pay him for the same Goods &c last mentioned so much money as they were reasonably worth on Demand and said Joseph in fact says the same Goods &c last mentioned were then and there reasonably worth one other Sum of five pounds ten Shillings lawful money whereof the said Joseph thereafterwards to wit on the same day gave the said William Notice, yet said William tho often thereto requested hath not paid said Joseph either of said Sums or any penny part thereof but hitherto hath & still neglects & refuses to pay him the same to the damage of the said Joseph nine pounds. The Plt. appears by Moses Bliss Esq. his Attr. and the said William tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Joseph do recover against the said William five pounds ten Shillings of lawful money Damages and Cost of Court taxed at one pound fifteen shillings & six pence and thereof he may have his Execn. Given &c. 24th Novemb. 1773.

Collins vs Young No. 36

And Collins of Springfield in the County of Hampshire yeoman Plt. vs. William Young of S. Springfield Taylor Deft. in a plea of the Case for that said William at said Springfield on the first day of September last past was justly indebted to said Enid in the Sum of three pounds thirteen Shillings according to the Act annexed to the Writ to balance Acct. and in Consideration thereof said William then & there pro-

mised said Ariel to pay him the same sum on demand, And also for that whereas the said Ariel had three before that time found and provided for the said William and his wife Diet & Board other nine weeks and four days than those in said recited Act specified at his special Instance & request in Consideration thereof said William then on the same first day aforesaid assumed last promised the said Ariel to pay him for the said Board & Diet last mentioned so much money as he the said Ariel ought to have therefor on demand & said Ariel in fact says he then & there did not to had for the same Diet & Board & the said William his wife last mentioned other sums of four pounds fifteen shillings lawful money whereof the said Ariel then and there gave the said William notice, & said William the after thereto required did not pay said Ariel either of said Sums or any money therefor but neglects & refuses so to do to the damage of the said Ariel Seven pounds. the Plt appears by his Atty. & the said William tho three times publickly called to come into Court doth not come but makes Default & appears not here. Therefore it is Considered by the Court that the said Ariel do recover against the said William three pounds thirteen shillings & lawful money Damages & Costs of Court taxed at five pounds twelve Shillings & his body &c. thereof he may have his Execution. Exon. issued 24th Novr 1773.

Ebenezer Bolliwood of Amherst in the County of Hampshire Gent. Plt. vs. Josiah Maday of s^d Amherst yeoman Deft. in a plea of the Case for that said Josiah at s^d Amherst on the seventeenth day of May A.D. 1773 by his note of that date for value rec^d promised one Solomon Bolliwood to pay him or his Order fifty nine pounds four shillings lawful money on demand with lawful Int^rest for the same until paid and afterwards to wit on the tenth day of July last past the said Solomon at s^d Amherst by his Indorsment in writing on the same note with his own proper hand subscribed ordered the payment of the contents of the same note thereby duly & to be paid to the said Ebenezer for value rec^d of the said Josiah the same to be paid and so became liable in Law to pay the same to said Ebenezer according to the tenor of the same note & of the said Indorsment thereon and then and there in Consideration thereof promised the said Ebenezer to pay him the same accordingly yet the said Josiah tho often requested hath never paid the same or any part thereof but neglects & refuses so to do to the damage of the said Ebenezer Seventy pounds. the Plt appears by Simeon Strong Esq. his Att^y and moves that this Action may be continued the D. Ft being out of the Province. and it is Considered that the said Parties have a day untill the second Tuesday of Febry next following said second Tuesday of November aforesaid.

Bolliwood vs Maday No. 37

Reuben Dickinson of Amherst in the County of Hampshire yeoman Plt. vs. Eleazr Wait of s^d Hadley in s^d County yeoman Deft. in a plea of the Case for that s^d Wait at s^d Amherst on the twenty sixth day of August A.D. 1773 by his two several notes of that date for value rec^d promised the said Reuben to pay him two distinct several sums of thirty eight Shillings on demand to wit thirty eight Shillings by each of said notes with lawful Interest for the same till said. also for that said Reuben at said Amherst on the same day & year by

Dickinson vs Wait No. 38

Dickinson vs Wait No. 38

by his other note of that date for value recived pr mised said Reuben to pay him six Shillings lawful money on demand with lawful Interest therefor until paid. Also for that whereas the said Reuben at the said Sitt. special Instance & request on the twenty fourth day of August last past had promised and agreed not to enter or prosecute an Action which the said Reuben had before that time commenced against s.d Sitt to be tryed at the August Term of s.d Court now last past in the sd Sitt in Consideration therof at said Amherst on the same day promised said Reuben to pay him the legal Costs of the said Action at the same Term of s.d Court at Springfield &c. Reuben says that the legal Cost of the same was fifteen Shillings & six pence yet said Sitt the often requested hath never performed either of his said promises but neglects it to the damage of the s.d Reuben six pounds. the Plt. appears by Simeon Strong Esq. his Attr and the said Sitt tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the s.d Reuben do recover against the said Sitt four pounds Eighteen Shillings & Seven pence Damages & Cost of Court taxed at one pound ten Shillings & eight pence & thereof &c. Execution &c. 4th Dec.r 1773

Granlia vs Phelps No. 39

Stephen Granlea of Brattleborough in the County of Cumberland & Province of New York Shopkeeper Plt. vs. Joseph Phelps Junr. Lately of Fulchertown in the County of Hampshire yeoman Deft. in a plea of the Case for that whereas the said Stephen at said Northampton on the last day of September Ao 1773 had sold & delivered to said Joseph at his special Instance & request divers Goods Wares & Merchandizes: he the said Joseph then & there in Consideration thereof promised the said Stephen to pay him so many money as the same Goods & ware were reasonably worth on demand and the said Stephen says the same were reasonably worth sixteen pounds one Shilling & one penny half penny lawful money whereof the s.d Joseph then & there had notice yet said Joseph tho often requested hath never performed his said promise but neglects it to the Damage of the said Stephen twenty pounds. the Plt. appears by Simeon Strong Esq. his Attr and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Stephen do recover against the said Joseph fifteen pounds Eighteen Shillings & seven pence two farthings of lawful money Damages & Cost of Court taxed at one pound Eighteen Shillings & three pence &c. Execution &c. 4th Decem.r 1773

Suttle vs Farr No. 40

William Suttle of Littleton in the County of Middlesex Gent. Plt. vs. Elias Farr of a place called Number five in the County of Hampshire yeoman Deft. in a plea of the Case for that said Elias at said Northampton on the fifth day of August Ao 1772 by his Note of that date for value recived promised the said William to pay him or his Order forty Shillings lawful money on or before the first day of January then next with lawful Interest for the same until paid yet said Elias tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said William three pounds

the Pltf. appears by Simeon Strong Esq. his Attr. and the said Elias tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said William do recover against the said Elias two pounds three Shillings of lawful money Damages & Cost of Court taxed at two pounds 1.12. after which the D. Elias by Caleb Strong Esq. his Attr. comes into Court & appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire & Berkshire on the Last Tuesday April next & he the said Appellant with Sureties as the Law directs for prosecuting his said Appeal with effect as by D. Recognizance on file appears.

Ebenezer Bottwood of Amherst in the County of Hampshire Gent. Pltf. vs. Samuel Colton of Greenwich in said County yeoman Deft. in a plea of the Case for that said Samuel at said Amherst on the first day of August A.D. 1772 by his note for value received promised the said Bottwood to pay him or his Order forty four pounds eight Shillings & nine pence lawful money on demand with lawful Interest for the same till paid: & afterwards to wit at said Amherst on the same day of the same August the said Solomon by his Indorsement on the same note Ordered the Contents of the same note then wholly due & unpaid to be paid to said Ebenezer for value received whereof the D. Samuel then & there had notice & so became chargable to pay the same Contents to the said Ebenezer according to the Tenor of the same Note & of the said Indorsement thereon & then & there in Consideration thereof promised the said Ebenezer to pay him the same accordingly but the said Samuel the often requested hath never performed his D. promise but neglects it to the damage of the said Ebenezer fifty pounds. the Pltf. appears by Simeon Strong Esq. his Attr. and the said Samuel tho three times publickly called does not come into Court but makes default of appearance here. Therefore It is Considered that the said Ebenezer do recover against the said Samuel forty seven pounds fifteen Shillings & ten pence of lawful money Damages & Cost of Court taxed at One pound 10/. — and now the said Samuel by Jonathan Bliss Esq. comes here & Appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Northampton within the County of Hampshire & for the Counties of Hampshire & Berkshire on the Last Tuesday of April next & he the Recognizors with Sureties as the Law directs for the said Samuels prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Bottwood vs Colton No. 41

William Conbrey Junr. of Pelham in the County of Hampshire yeoman Pltf. vs. James Wright of Pelham yeoman Deft. in a plea of the Case for that said James at P. Pelham the second day of August A.D. 1773 by his note of that date for value received promised the said William to pay him & or his order three pounds Twelve Shillings lawful money on demand with lawful Interest for the same until paid yet D. James the often requested hath never paid the same or any part thereof but neglects it to the damage of the P. William nine pounds: the Pltf. appears by Simeon Strong Esq. his Attr. & the D. James tho three times publickly called doth not come into Court but makes

Conbrey vs Wright No. 42

Bentley vs Wright No. 42

makes Default of appearance here. Therefore it is Considered by the Court that the said William do recover against the said James three pounds thirteen Shillings & three pence of lawful money Damages and Cost of Court taxed at three pounds Eleven Shillings & four pence and thereof he may have his Execn. Execn. is. Novemb.r 24th. 1773.

Gray vs Davis No. 43

Ebenezer Gray of Windham in the County of Windham & Colony of Connecticut Esq.r 1st. Pltf. at Law 1st. vs. Jonathan Davis late of Brimfield in the County of Hampshire yeoman Defr. in a plea of trespass on the Case for that whereas the said Tristram at Windham aforesaid, at Northampton aforesaid on the twenty seventh day of December Dr. 1770 owing & being Indebted to the said Ebenezer in the sum of three pounds eight Shillings & four pence lawful money as well for Labour & service before then done for the said Tristram by the said Ebenezer in the business of an Atty. at his the said Tristrams special Instance and request as for divers sums of money expended for and at the special Instance & request of the said Tristram before that time by the said Ebenezer the particulars whereof are enlarged in the Writ and being so thereof Indebted in Consideration thereof the said Tristram then and there assumed upon himself & to the said Ebenezer faithfully promised to pay him the same sum on Demand and also for that the said Tristram afterwards the same day & place last mentioned was Indebted to the same Ebenezer in another sum of one pound fifteen Shillings & six pence of like lawful money for the same sum of money by the same Ebenezer at the special Instance and request of the said Tristram & to the use & behoof of the said Tristram before that time expended laid out & disbursed & being so thereof Indebted the same Tristram afterwards to wit the same day & place last mentioned in Consideration thereof undertook & to the said Ebenezer faithfully promised to pay him the same sum whensoever after he the said Tristram should be there & requested. yet the said Tristram tho often requested hath not paid either of the sums aforesaid to the said Ebenezer or any part of either of them but unjustly neglects & refuses to the damage of the said Ebenezer seven pounds the Pltf. appears by Caleb Strong Jnr. Gent. his Attr. and the said Tristram tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Ebenezer do recover against the said Tristram three pounds Eight Shillings and four pence of lawful money Damages & Cost of Court taxed at two pounds ten Shillings & four pence & thereof &c. Execn. is. 18th. Novr. 1773.

Clarke vs Palmer No. 44

Asahel Clarke 2d of Lebanon in the County of Windham and Colony of Connecticut Gent. Pltf. vs. David Palmer of Norwich in the County of Hampshire yeoman Defr. in a plea of trespass on the Case for that the said David at Northampton aforesaid on the twenty day of July last by his note of that date for value received promised the said Asahel to pay him or order the sum of four pounds seven Shillings & two pence two farthings on or before the fifteenth day of Octobr then next with interest for the same sum yet the said David tho often requested hath not paid the contents of the said note to the Pltf. or any part thereof but unjus-

justly neglects it to the damage of the said Asahel eight pounds. the Pltf appears by Caleb Strong Jr. Genl. his Attr. and the said David tho three times publickly called to come into Court doth not come but makes Default of appearance. Therefore it is considered by the Court that the said Asahel do recover against the said David four pounds nine Shillings & sixpence two farthings of lawful money Damages and Cost of Court taxed at two pounds five shillings and three d. Econ. is. 15th. November 1773.

Timothy Dwight of Northampton in the County of Hampshire Esq. Pltf. vs. Silas Wells of Westfield in s. County yeoman Deft. in a plea of the case for that the said Wells at Springfield aforesaid on the twenty fourth day of August D 1769 by his note of that date for value received promised the said Timothy to pay him the Sum of three pounds thirteen Shillings and one penny Lawful money on demand and Interest for the same till paid yet the said Wells tho often requested hath not paid the Contents of the said note to the Pltf or any part thereof but unjustly neglects it to the damage of the said Timothy eight pounds. the Pltf appears by Caleb Strong Jr. Esqr. his Attr. and the said Wells three times publickly called to come into Court doth not come but makes Default of appearance. Therefore it is considered by the Court that the said Timothy do recover against the said Wells two pounds twelve Shillings & three pence of lawful money Damages & Cost of Court taxed at one pound six Shillings and ten pence & thereof &c. Econ. is.

Timothy Dwight
vs
Wells
No. 15

David Van Schaack and Henry Van Schaack both of Kinderhook in the County of Albany and Colony of New York Merchants in Company Pltfs. vs. Elijah Danes of Pittsfield in the County of Berkshire yeoman Deft. in a plea of trespass on the Case for that whereas the s. Elijah on the second day of March D 1772 at a place called Pittsfield in Northampton aforesaid by his note of that date for value received promised the said Davis & Henry (by the name of David Van Schaack & Company) to pay them the Sum of Seven pounds & Eleven pence N. York Money (which is Equal to the Sum of five pounds five Shillings & eight pence one farthing lawful money) on demand with Lawful Interest till paid. Nevertheless the said Elijah hath not paid the Contents of said note or any part thereof to them or either of them the s. David Henry although he hath been by them often thereto requested but hath hitherto refused & still refuses to do it to the damage of the s. Pltfs. Ten pounds. the Pltfs appear by Trowbridge Little Esq. their Attr. and the said Elijah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said David & Henry do recover against the said Elijah five pounds Eleven Shillings & Six pence of lawful money Damages & Cost of Court taxed at two pounds Eight Shillings and two pence and thereof he may have his ex. Ex. is. 24th. November 1773.

Van Schaack
vs
Danes
No. 16

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf. vs. James Fay Jr. late of Hardwick in the County of Worcester now of Petersham in the County of Hampshire yeoman Deft. in a plea of the Case for that the said James at said Hadley on the fifth day of Febry. D 1768 by his note of that date for value received

Warner
vs
Fay Jr.
No. 17

Warner vs Gaylord No. 17

ruised promised the said Jonathan to pay him the sum of one pound twelve shillings lawful money the twelfth day of March then next after the date of the same note with the lawful interest of the same sum until paid. yet the said James tho often requested has never paid the same sum or any penny thereof but wholly neglects and refuses to do it to the damage of the said Jonathan five pounds. this Plt. appears by Elisha Porter Esq. his Attr. and the said James tho three times publickly called to come into court doth not come but makes default of appearance here. Therefor it is considered by the Court that the said Jonathan do recover against the said James two pounds fourteen Shillings & eight pence of lawful money Damages & Cost of Court taxed at One pound four Shillings and nine pence and thereof &c. Exon. is. 10th Decemb. 1773.

Williams vs Gaylord No. 18

John Chester Williams of Hadley in the County of Hampshire Gent. Plt. vs. Oliver Gaylord late of South Hadley in said County yeoman Deft. in a plea of the Case for that whereas at said Hadley on the fourth day of September A.D. 1772 the said John Chester had there sold and delivered to the said Oliver at his the said Oliver's special Instance and request divers Goods Wares & Merchandizes the said Oliver then and there in Consideration thereof promised the said John Chester to pay him so much money as the same Goods &c were reasonably worth at the time of their said sale & delivery when-ever afterwards he should be thereto requested and the said John Chester in fact says that the same Goods &c at the time of their sale and delivery as aforesaid were reasonably worth the sum of three pounds two Shillings & two pence lawful money viz at Hadley aforesd. whereof the said Oliver then & there had Notice yet the said Oliver tho often requested has never paid the same Sum or any penny thereof but hitherto hath & still doth unjustly neglect & wholly refuse to do it to the damage of the Plt. five pounds. this Plt. appears by Elisha Porter Esq. his Attr. and the said Oliver tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John Chester do recover against the said Oliver three pounds two Shillings and two pence of lawful money Damages & Cost of Court taxed at One pound five Shillings & nine pence and thereof he may have his Exon. Exon. is. 10th Decemb. 1773.

Hubbard vs Skillogg No. 19

Hezekiah Hubbard of Hadley in the County of Hampshire yeoman Plt. vs. Abraham Skillogg of S. Hadley yeoman Deft. in a plea of the Case for that the said Abraham at S. Hadley on the second day of March last past by his note of that date for-value received promised the said Hezekiah to pay him the sum of three pounds Eleven Shillings & five pence lawful money on Demand with the lawful Interest of the same Sum until paid yet the said Abraham tho often requested has never performed his said promise but refuses and refuses to do it to the damage of the said Hezekiahs four pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Abraham tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore

it is Considered that the said Hezekiah do recover against the D. Abraham two pounds thirteen shillings and two pence of lawful money Damages and Cost of Court taxed at one pound five shillings & two pence. Exn. is. 16th Decr. 1773.

Benjamin Scott of Whatley in the County of Harrys- Scott
shire yeoman Plt. vs. George Felt late of Springfield in S. County- vs
yeoman Deft. in a plea of the case for that whereas the said Benja- Felt
min at said Whatley on the thirtieth day of April last past at No. 50
there sold and delivered unto the said George at his the said George's
special Instance and request one horse he the said George then and there
in Consideration thereof promised the said Benjamin to pay him therefor
for thirty five Bushels of Lime to be delivered to the said Benjamin
at a place called Scotts Ferry in said Whatley in the month of May
then next which Lime the said Benjamin says would have been
then and there worth the sum of one shilling and four pence per
Bushel yet the said George tho often requested and the the said Ben
jamin was always ready at S. Scotts Ferry during the whole of the
said month of May to accept and receive of the said George the said
Lime) has never delivered unto the said Benjamin the S. Quantity
of Lime or any part thereof but neglects it and also for that the said
George at said Whatley on the first day of August last past being justly Indebted
to the said Benjamin in the sum of seven shillings and four pence lawful
money for sundry Articles of Book Acct. according to the Acct. annexed to the Writ
he the said George then and there in Consideration thereof promised the said Ben-
jamin to pay him the same sum on demand, yet the said George though often
requested has never performed his same promise but neglects it to the Da-
mage of the said Benjamin five pounds. the Plt. appears by Edmund Porter Esq.
his Attr. and the said George tho three times publickly called doth not come into
Court but makes Default of appearance here. Therefore it is Considered that
the said Benjamin do recover against the said George two pounds fourteen
shillings of lawful money Damages and Cost of Court taxed at One
pound Eight Shillings and two pence & thereof &c. Exon. is. 16th Decr. 1773.

Moses Marsh of Hadley in the County of Hampshire Gent. Marsh
Plt. vs. Gershom Mabyaw of Western in the County of Hampshire aforesaid Deftn as
in a plea of the Case for that said Gershom at said Hadley on the thirteenth day of Mabyaw
August Decr 1771 by his Note of that date for value received promised said Moses No. 51
to pay him ten pounds thirteen shillings and five pence half penny law-
full money on demand with lawful Interest for the same until paid yet
said Gershom tho often requested hath never paid the same or any part thereof
but neglects to do it to the damage of the said Moses twelve pounds. the Plt.
appears by Simeon Strong Esq. his Attr. and the said Gershom tho three times
publickly called to come into Court doth not come but makes Default of
appearance here. Therefore it is Considered by the Court that the said Mo-
ses do recover against the said Gershom twelve pounds two Shillings &
four pence of lawful money Damages & Cost of Court taxed at one pound
eight Shillings and eleven pence & thereof &c. Exon. is. 24th Novr. 1773

John Worthington of Springfield in the County of Hampsh- Worthington
shire Esq. Plt. vs. Oliver Taylor of South Hadley in said County yeoman vs
Deft. in a plea of Ejectment wherein the said John demands against Taylor
Oliver fifty Acres of Land in said South Hadley near the Ashburnham No. 62.

Worthington vs Taylor No. 52

of said Town and on the East side of and adjoining the Public Road that leads from Hadley to Springfield thro' said Southhadley and bounding South on Land of Reuben Taylor & extending Northerly by said Road from said Reubens Land Sixty Rods and extending the same width from s.d Public Road so far East as to make up the said Quantity of fifty Acres. also a dwelling house in which said Oliver now dwells standing near the said Road and in said Southhadley & near the North side of s.d fifty Acres of Land before described. also one tenth part in common and undivided of the saw Mill standing on the great Falls in Connecticut River at the place called Taylors Field in said Southhadley with the Appurtenances, and whereas said Johnson says that at s.d Southhadley on the seventeenth day of December in the tenth year of his Majesty's Reign the said Oliver being then and there seized of the demanded premises in his own right as of his Inheritance & right he made to the said John his Deed Poll under his hand and seal of that date in Court to be produced by which it is witnessed that the said Oliver for and in Consideration of Sixteen pounds fourteen Shillings to him paid by s.d John before the Execution of the s.d Deed, gave, granted Bargained sold & conveyed and Confirmed to said John the demanded premises with the Appurtenances to have and to hold the same to him his Heirs & Assigns to his and their own proper use and Behoof forever, Under the following Condition however that if said Oliver his Heirs Executors or Administrators should pay to said John his Administrators or Executors all such sum or sums of money as should become due & payable to him by virtue of one Bond under hand and seal of said Oliver even date with said Deed for the sum of thirty two pounds Conditioned for the payment of sixteen pounds fourteen Shillings with lawful Interest for the same on or before the first day of June then next and if the said Oliver should pay the same by the time therein set and limitted for the payment thereof then the said Deed was to be void otherwise not. And said John says that the said Oliver hath never paid to him the Sum due to him by the Bond aforesaid or any part thereof tho the time therein set and limitted for the payment thereof is long since past & that therefore by reason of the premises he ought to have and enjoy the Lands & premises demanded yet said Oliver hath unjustly entered thereinto and unjustly holds him out of the same to the Damage of the said John fifty pounds &c. the Pltf appears in his own proper person and the said Oliver the Tenant three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Oliver Seizin & possession of the Premises & if the said Oliver shall not within two months pay him the sum of twenty pounds twelve Shillings & ten pence adjudged to be due in Equity &c. and the Charges that the said John may have & recover his Costs taxed at One pound Eleven Shillings & two pence. and Execution &c.

Execution for Possession is d.d April 1774.—

I direct vs Powers No. 53

John Worthington of Springfield in the County of Hampshire Esq. Pltf vs. Josiah Powers late of Lyme with in s.d County Gent. Deft. in a plea of the Case &c as pr Writ on file. the Pltf being three times publickly called is Nonsuit and the Deft. likewise Defaulted and the action dismissed

Timothy Fuller late of a place called Dover in Dutchess County in the Province of New York yeoman Plt. vs. Ebenathan Munger late of South Brimfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Ebenathan at said Northampton on the second day of September Anno 1766 by his note of that date for value received promised said Timothy to pay him ten pounds lawful money on or before the second day of September 1766 with lawful interest for the same till paid yet said Ebenathan tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Timothy twenty pounds. the Plt. appears by John Worthington Esq. his Attr. and the said Ebenathan being three times publickly called doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Timothy do recover against the said Ebenathan Sixteen pounds two Shillings and six pence of lawful money Damages & Cost of Court taxed at two pounds Eleven Shillings and six pence and therefor &c. Essex ss. 2d Novembr 1773

Fuller vs Munger No 54

Walter Pynchon of Springfield in the County of Hampshire yeoman and a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of the same County Plt. vs. Ebenezer Thing of Vernon in said County yeoman Deft. in a plea of the Case for that said Ebenezer at said Northampton on the twenty fourth day of May last past by his note of that date for value received promised said Walter to pay him or Order three pounds four Shillings and six pence within two months with lawful Interest for the same till paid the said Elijah afterwards viz on the same twenty fourth day of May at Northampton by his Indorsement assigned the same to the said Walter and Ordered the Contents thereof then wholly due & unpaid to be paid to said Walter of all which the said Ebenezer there Instantly had notice. Whereby became liable to pay the same to the said Walter according to the tenor of the said note and being so liable he the said Ebenezer then and there promised the said Walter to pay him the same accordingly, yet the said Ebenezer tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Walter five pounds. the Plt. appears by John Worthington Esq. his Attr. and the said Ebenezer tho three times publickly called doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Walter do recover against the said Ebenezer three pounds six Shillings and four pence of lawful money Damages & Cost of Court taxed at one pound twelve Shillings & ten pence and therefor &c. Essex ss. 20th Novembr 1773.

Pynchon vs Thing No 55

Joseph Patterson of Ware in the County of Hampshire yeoman Plt. vs. Lionel Mayo late of Colrain in said County yeoman Deft. in a plea of the Case for that said Lionel at said Springfield on the thirteenth day of April Anno 1770 by his note of that date for value received promised said Joseph to pay him eight pounds within Eighteen Months from the date of the same Note with lawful Interest for the same until paid yet said Lionel tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Joseph twelve pounds. the Plt. appears by John Worthington Esq. his Attr. and the said Lionel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Joseph do recover against the said Lionel nine pounds fourteen Shillings & six pence of lawful money Damages & Cost of Court taxed at one pound fourteen Shillings and seven pence, and therefor he may have his Execn. Essex ss. 23d June 1774.

Patterson vs Mayo No 56

Joseph Patterson of Ware in the County of Hampshire yeoman Plt. vs. Lionel Mayo late of Colrain in said County yeoman Deft. in a plea

Patterson vs Cundern No 57

Patterson vs Mayo No. 57

plea of the Case for that said Lionel at said Springfield on the thirtieth day of April A.D. 1770 by his note of that date for value received promised Pl. Joseph to pay him twelve pounds in Grain at the Market price or in money by the twenty fifth day of December then next and the said Lionel hath never paid the same Sum in grain or in money tho the Pl. Joseph hath always been ready to receive either but the often requested the said Lionel hath never any ways fulfilled his said promise but unjustly neglects it to the damage of the said Joseph fifteen pounds. The Writ appears by John Worthington Esq. his Att. and the said Lionel tho three times publickly called doth not come into Court but makes Default of appearance &c. Therefore it is Considered by the Court that the said Joseph do recover against the said Lionel eight pounds twelve Shillings and two pence of lawful money Damages & Cost of Court taxed at One pound fourteen Shillings & seven pence and the said may have his Execn. Execn. is. 4th Novem. 1773.

Dwight Esq. vs Hawks No. 58

Timothy Dwight of Northampton in the County of Hamp. shire Esq. Pl. vs. Nathaniel Hawks yeoman & Simeon Hawks yeoman both of Deerfield in said County Defts. in a plea of the Case for that the said Nathaniel and Simeon at said Deerfield on the fourteenth day of August last past by their note of that date for value received promised the said Timothy to pay him or Order twenty pounds three Shillings and six pence three farthings on demand with lawful Interest for the same till paid, yet the said Nathaniel and Simeon nor either of them tho often requested have ever paid the same nor any penny thereof but unjustly neglect and wholly refuse to do it to the damage of the said Timothy twenty five pounds. The Writ appears by Jonathan Ashley Esq. his Att. and the said Defts. tho three times publickly called to come into Court do not come but make Default of appearance &c. Therefore it is Considered by the Court that the said Timothy do recover against the said Nathaniel and Simeon twenty pounds eight Shillings and ten pence of lawful money Damages & Cost of Court taxed at one pound seven Shillings and two pence and thereof he may have his Execn. Execn. is. 7th Decemb. 1773.

Day vs Blair No. 59

Caleb Day of Springfield in the County of Hampshire yeoman Pl. vs. Abram Blair of said Springfield yeoman Deft. in a plea of the Case for that the said Abram at said Springfield on the twenty sixth day of August A.D. 1773 by his Note of that date for value received promised said Caleb to pay him or Order twenty pounds Ten Shillings and nine pence lawful money on demand with lawful Interest for the same till paid yet the said Abram the often requested hath not paid the same nor any part of it but unjustly neglects it to the damage of the said Caleb thirty pounds. The Writ appears by John Worthington Esq. his Att. and the said Abram tho three times publickly called to come into Court doth not come but makes Default of appearance &c. Therefore it is Considered by the Court that the said Caleb do recover against the said Abram twenty pounds Nine Shillings and two pence of lawful money Damages & Cost of Court taxed at one pound ten Shillings & seven & thereof &c. Execn. is. Nov. 24th 1773

Phelps vs Trumble No. 60

John Phelps of Westfield in the County of Hampshire Gent. Pl. vs. Ebenezer Trumble of Loudon in the County of Portshire yeoman Deft. in a plea of the Case for that the said Ebenezer at said Westfield on the thirteenth day of May A.D. 1768 by his note

of that date for value received promised the said John to pay him or order the Sum of eight Shillings lawful money on demand with Interest till paid and also for that the said Chevers at said Northampton afterwards viz on the fourth day of July Anno Dom 1772 by his other note of that date for value received promised the said John to pay him or order the Sum of ten Shillings lawful money on demand with Interest till paid. and also for that the said Chevers at said Northampton aforesaid on the sixtieth day of April Anno Dom 1773 by one other note of that date for value received promised the said John to pay him the further Sum of forty three Shillings lawful money within three months from the date of the last mentioned note with the Interest from the date of said note till paid. yet the said Chevers the often thereto requested hath not performed either of his said promises but the hitherto hath & still doth unjustly neglect to perform either of them to the damage of the said John Seven pounds. — Whereupon the Plt. appears in his proper person and the said Chevers being three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said John do recover against the said Chevers the sum of seven pounds five Shillings and one penny of lawful money Damages & Cost of Court taxed at One pound fourteen Shillings and nine pence and thereof he may have his Execn. — — — — — Execn. is. 24th November 1773.

Thomas James Douglas of Springfield in the County of Hampshire yeoman Plt. vs. Samuel Grainger of Suffield in said County yeoman Deft. (Douglas vs Grainger No 61) in a plea of the case for that said Samuel at said Springfield on the ninth day of April last past by his note of that date for value received promised the Plt. to pay him ten pounds lawful money in six months from the date of said note which time of payment is long since past and said Samuel the often thereto requested hath never paid said sum or any part thereof the Plt. excepting only fifty five Shillings & four pence being part thereof he hitherto hath & still doth neglect and refuse to do to the Damage of the said Thomas James nine pounds. — Whereupon the Plt. appears by Goodrich & Gray his Attys and the said Samuel the three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Thomas James do recover against the said Samuel seven pounds five Shillings & five pence of lawful money Damages & Cost of Court taxed at one pound fifteen Shillings and thereof he may have his Execn. — — — — Execn. is. 24th Novemb. 1773.

John Vanhorne Junr. of Springfield in the County of Hampshire Physician Plt. vs. Timothy Hopkins of S. Springfield Gent. Deft. in a plea of the case for that said Timothy at said Springfield on the thirtieth day of October Anno Dom 1771 by his note of that date for value received promised the said John to pay him or order the Sum of ten pounds on demand with Interest from the date of said note till paid. yet said Timothy the often thereto requested hath never paid said sum or Interest to the Plt. but unjustly neglects & refuses to the damage of the said John Seven pounds. The Plt. appears by Goodrich & Gray Gent. his Attys and the said Timothy the three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said John do recover against the said Timothy Eleven pounds and ten pence of lawful money Damages & Cost of Court taxed at one pound twelve Shillings and three pence and thereof he may have his Execn. Execn. is. 24th Novemb. 1773. — (Vanhorne vs Hopkins No 62)

Morgan vs Burbank No. 63

Lucas Morgan of Springfield in the County of Hampshire yeoman Plt. vs Timothy Burbank late of said Springfield Innor & yeoman Deft. in a plea of the case for that said Timothy at said Springfield on the twenty eighth day of October last past by his note of that date for value received promised the said Lucas to pay him ten pounds fifteen Shillings and one penny lawful money on Demand with Interest till paid yet said Timothy tho often thereto requested hath never paid said sum or Interest or any part thereof to the Plt. but unjustly neglects it to the damage of the said Lucas twelve pounds. the Plt appears by Martin & Ely Gent. his Attr. and the said Timothy tho three times publickly called to come into Court doth not come but makes Default of appearance therefore it is considered by the Court that the said Lucas do recover against the said Timothy Eleven pounds Eight Shillings & eight pence of lawful money Damages and Cost of Court taxed at one pound Eleven Shillings and nine pence & their Execution. &c. 11th Decemb. 1773

Miller vs Smith No. 64

Asa Miller of Springfield in the County of Hampshire yeoman Plt. vs. Martin Smith late of Springfield yeoman Deft. in a plea of the case for that said Martin at said Springfield on the third day of May last past by his note of that date for value received promised the said Asa to pay him the sum of three pounds on demand with Interest till paid. also for that said Martin at said Springfield on the same day by one other note of the same date for value received promised the Plt. to pay him the sum of one pound five Shillings on Demand with the ensuing Interest till paid. yet said Martin tho often thereto requested hath never paid said sum or either of them nor the Interest thereof to the Plt. but unjustly neglects it to the Damage of the said Asa six pounds. the Plt. appears by Martin & Ely Gent. his Attr. and the said Martin tho three times publickly called to come into Court doth not come but makes Default of appearance &c. Therefore it is considered by the Court that the said Asa do recover against the said Martin four pounds two Shillings and ten pence of lawful money Damages and Cost of Court taxed at one pound thirteen Shillings and seven pence. And now the said Martin by Samuel Fowler jun. his Attr. comes here and appeals from the Judgment of this Court to the Supreme Court of Judicature &c next to be holden at Northampton within the County of Hampshire & for the Counties of Hampshire & Berkshire on the ~~fourth~~ Tuesday of April next and he Recognizes with Sureties as the Law directs for the said Martins prosecuting his said Appeal with effect as by the said Recognizance on file may be seen. ——

Miller vs Cook No. 65

John Miller of Springfield in the County of Hampshire yeoman Plt. vs. Joseph Cook of South Hadley in said County yeoman Deft. in a plea of the Case for that said Joseph at said Springfield on the twenty eighth day of September last past by his Note of that date for value then received promised the Plt. to pay him or his Order the sum of thirteen pounds ten Shillings by the fifteenth day of April then next with Interest till paid, which time of payment is long since past yet said Joseph tho often thereto requested hath never paid said sum or Interest to the Plt. but unjustly neglects it to the damage of the said Plt. ten pounds. the Plt. appears by Martin & Ely Gent his Attr. and the

said Joseph tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said John do recover against the said Joseph thirteen pounds one shilling and 6 pence for his said money Damages by him sustained & Court taxed at one pound Eight Shillings & thereof &c. Execn. is. to 11 December 1773.

Benjamin Stebbins late of Springfield in the County of Hampshire yeoman Pltf. Exr. of the last Will and Testament of Francis Hopkins late of said Springfield deced. Wm. Timothy Hopkins & al. Springfield Gent. Deft. in a plea of the Case for that said Timothy & al. Springfield on the Sixteenth day of August Dyb8 by his Note of that date for value received promised the said Francis then living to pay him the Sum of thirteen pounds Seven Shillings & two pence on demand with Interest from the date of said Note till paid, yet said Timothy tho often thereto requested never paid said Sum or Interest or any penny thereof to the said Francis in his life time neither hath the said Timothy tho often thereto requested ever paid said Sum or Interest or any penny thereof to the Pltf. since the death of the said Francis but unjustly refuses it to the damage of the said Benjamin two pounds. the Pltf. appears by Dustin & by Pratt his Attr. and the said Timothy tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Benjamin do recover against the said Timothy Seventeen pounds Seven Shillings and four pence of lawful money Damages and Cost of Court taxed at Seven pounds Eleven Shillings and ten pence and thereof he may have his Execn. Execn. is. 24th November 1773.

Stebbins vs Hopkins No. 66

Eliphalet Hunday of Country in the County of Hampshire and Colony of Connecticut yeoman Pltf. vs. Jeremiah Dewey of Bethel in the County of Berkshire yeoman Deft. in a plea of the Case for that said Jeremiah at a place called Bethel in s. Northampton on the twenty day of February last past by his Note of that date for value then received promised the Pltf. to pay him ten pounds Lawful money on demand with lawful Interest till paid yet said Jeremiah tho often thereto requested hath never paid said Sum or Interest or any penny thereof to the Pltf but unjustly refuses it to the damage of the said Eliphalet twelve pounds. the Pltf. appears by Dustin & by Gen. his Attr. and the said Jeremiah tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered that the said Eliphalet do recover against the said Jeremiah ten pounds nine Shillings and one penny of lawful money Damages and Cost of Court taxed at ten pounds three Shillings & two pence & thereupon the said Jeremiah by John Worthington Esqr. his Attr. comes here and appeals from the Judgment of this Court to the Superior Court of Judicature &c. next to be holden at Northampton within the County of Hampshire for the County of Hampshire & Berkshire on the first Tuesday of April next and the Recognizance Surety is as the Law directs for the said Jeremiah's prosecuting his Appeal with effect as by the said Recognizance on file appears.

Sunday vs Dewey No. 67

John Thomas of Hartford in the County of Hartford and Colony of Connecticut yeoman Pltf. vs. Oliver Gaylord late of South Hadley in the County of Hampshire yeoman Deft. in a plea of the Case for that whereas at said Northampton on the last day of September last past the said John but before that time at the special Instance

Thomas vs Gaylord No. 68

Thomas vs Gaylord

and request of said Oliver sold and delivered to said Oliver divers goods Wares and Merchandize of him the said John in Consideration thereof the said Oliver then and there assumed on himself & faithfully promised the said John to pay him therefor so much money as such Goods &c so sold and delivered to the said Oliver by the said John were reasonably worth at the time of the sale and delivery thereof on demand and the said John in fact saith that the same Goods &c so sold and delivered as above were at the time of the sale and delivery thereof reasonably worth the sum of Eighteen pounds twelve Shillings of which the said Oliver there afterwards the same day had notice & to the said John of which Sum the said Oliver hath paid two pounds seven Shillings and three pence being part thereof and the residue of said sum being Sixteen pounds four Shillings & nine pence is still due & unpaid, yet said Oliver tho often thereto requested hath never paid the last mentioned Sum or any money thereof to the Plt. but unjustly neglects it to the damage of the said John Eighteen pounds. *

* Therefore it is considered by the Court that the said John do recover against the said Oliver Sixteen pounds four Shillings & nine pence with Costs of Suit & one pound damages & four Shillings & nine pence with interest from the first day of October last past till paid & one pound Costs of Court allowed & one pound Costs by him accrued since the Judgment aforesaid. Execution issued 10th Nov. 1773

Tuttle vs Wait No. 69

Samuel Tuttle Junr. of Littleton in the County of Middlesex Gent. Plt. vs. Seth Wait of Deerfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Seth on the eighth day of March last past by his note of that date at Northampton aforesaid for value received promised the Plt. to pay him or Order Seven pounds Eleven Shillings & two pence lawful money by the last day of May next ensuing the date of s.d note with Interest till paid. yet the said Seth hath not paid the same or any part thereof to the damage of the said Samuel Six pounds. the Plt. appears by Daniel Bliss Esq. his Attr. and the said Seth tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Seth Eight pounds Seventeen Shillings & five pence of lawful money damages and Cost of Court taxed at two pounds twelve Shillings and four pence, and thereof he may have his Ex.

Bancroft Plt. for Confirmation No. 70

Humbly shews John Bancroft that at a Justices Court holden before John Ingersoll Esq. one of his Majestys Justices of the Peace for said County at his Dwelling House in Westfield in said County on Monday the first day of Novemb. A.D. 1773 by the Commissioners of the said Justice he recovered Judgment against Aaron Chapman for thirty nine Shillings & Eleven pence of lawful money Damages & twenty seven Shillings Cost of Suit from which Judgment he appealed to this Hon.ble Court and Recognized with Surety as the Law directs to prosecute his Appeal but hath failed, wherefore the said John prays Confirmation of the said Judgment with additional Costs. Therefore it is Considered by the Court that the said John do recover against the said Aaron one pound nineteen Shillings and Eleven pence of lawful money Damages and Cost of Court taxed at two pounds eighteen Shillings and six pence & thereof. Execution. issued 24th Novr. 1773

Chauncy Plt. for Confirmation No. 71

Humbly shews Isaac Chauncy that at a Court holden before Josiah Chauncy Esq. one of his Majestys Justices of the Peace for said County at his Dwelling house in Am-

hurst on monday the Eleventh day of October D. 1773 he recovered Judgment
against Thomas Mc Elwee for the Sum of one pound Sixteen Shillings
and four pence two farthings and Cost of Court from which Judgment
the said Thomas appealed to this Honble Court and recognized with
Securities to prosecute his said Appeal but has failed so to do he there-
fore prays Affirmation of former Judgment with additional Da-
mages and Costs. Therefore it is Considered by the Court that the
said Isaac do recover against the said Thomas One pound Sixteen
Shillings and Seven pence of lawful money Damages and Costs
taxed at two pounds two Shillings & five pence and thereof he may
have his Execn. Execn. is. 27th. Novemb.r 1773.

Stevenson's Compt. vs. Mc Elwee

Humbly Shews Isaac Stevenson that at a Court holden before Josiah Chauncy Esq. one of his majesty's Justices of peace for said County at his dwelling house in Amherst on Monday the Eleventh day of October D. 1773 he recovered Judgment against Thomas Mc Elwee for one pound Sixteen Shillings & four pence two farthings and Cost of Court from which Judgment he appealed to this Honble Court and recognized to prosecute his said appeal with Securities but has failed to do it he therefore prays Affirmation of Judgment with additional Damages & Costs. Therefore it is considered by the Court that the said Isaac do recover against the said Thomas One pound Sixteen Shillings and Seven pence of lawful money Damages and Costs of Court taxed at two pounds two Shillings and five pence and thereof he Execn. is. 27th. Novemb.r 1773

The foregoing Judgments and Orders being made & entered up in manner aforesaid the said Court was then adjourned without Day —

Att W.m Williams Clerk.

Hampshire ss. Anno Regni Georgii Tertii Regis Magnae Britaniae Franciae et Hiberniae Decimo quarto ——

At the Inferiour Court of Common pleas holden at Northampton within & for the County of Hamps: shire by Adjournment of the Great & General Assembly &c. on the Second Tuesday of March being the Eighth day of the said Month, Anno Domini 1774

Present

Israel Williams ... Esq.
Oliver Partridge .. Esq.
Timothy Dwight .. Esq.
Thomas Williams. Esq.
Justices of sd Court —

Jury of Trials
Sgt. Benja. Lenard Jnr. foreman
Daniel Clarke
Nr. Joseph Parsons
Elisha Parsons
Had. Josiah Nash
Hat. Jabez Belding
Wat. Richard Sally
Dur. Jona. Wells
Nort. George Field
Alb. George Pattison
Mont. Moses Root
do. Giles Henderson
Sund. Aaron Billings

In the Case of Hughes Esq. vs. Wells Josiah Nash was on & Richard Sally off & Nash was then excused. George Pattison off, and de. Sal. St. Samuel Partridge was on in the Case Smith vs. Bardwell. De. sal. Elisha Coombs & Medad Wing were on, and Richard Sally & Daniel Clarke off in the Case Wells vs. Bottwood. Same Coombs on and Clarke off Case Stevenson vs. Hunter. ——

Cont. Actions

Pynchon Esq. vs Glover

William Pynchon Esq. of Salem in the County of Essex and others Pltf. vs. Samuel Glover of Wilbraham in the County of Hampshire Superman Deft. in a plea of Entry on disseisin &c as at large on Record heretofore. And now the said Parties appear by their respective attys. viz. the Pltf. by John Worthington Esq. and the Deft. by Jonathan Bliss Esq. and move for a further Continuance of this action, and it is considered that the said Parties have a day before the Lord the King here until the third Tuesday of May next following said Second Tuesday of March aforesaid. —

Church Esq. vs Wells

John Church of Charlestown in the County of Cheshire and Province of New Hampshire Esq. Pltf. vs. Elijah Wells of Brimfield in the County of Hampshire Superman Deft. in a plea of Trespass on the Case &c as on Record heretofore, the Pltf. appears by Caleb Strong Jnr. Esq. his Atty. and the said Elijah by John Worthington Esq. his Atty. comes into Court & defends &c, and pleads & says that he never promised in manner & form as the Pltf. against him has Declared and thereof puts himself on the Country. And the said John likewise. Thereupon the Jurors of the Jury agreable to the form & effect of the Statute in this Case made and provided were at this time Elected and Impannelled to try & determine the issue joined between the Parties aforesaid, who to say the truth concerning the premises being duly Sworn, declare upon their Oaths that the said Elijah did promise &c, and assess the damages of the said John to Seventeen pounds Lawful

lings and four pence. Therefore it is Considered that the said Joshua do recover against the said Elijah Swinton paper ten shillings and four pence of lawful money Damages and Costs of Court laid at seven pounds Eighteen Shillings and Six pence. And now the said Elijah appeals from this Judgment to this Court to the Superior Court of Judicature to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire Berkshire on the Last Sunday of April next and is Recognizance with Securities as the Law directs for his prosecuting his said appeal with effect as by the said Recognizance on file may be seen.

James Harriner of Wilbraham in the County of Hampshire yeoman Plt. vs. Samuel Glover of Wilbraham aforesaid yeoman Deft. in a plea why with force and Arms &c as in Record heretofore the Parties appear by their respective Attys viz the Plt. by John Worthington Esq. and the Deft by Jonathan Bliss Esq. and move that this action may be continued. And it is Considered that the said Parties have a day &c until the third Sunday of May next following said second Sunday of March aforesaid.

Harriner vs Glover

Saul White Esq. of Ballston in the County of Hartford and Colony of Connecticut and Eunice his wife who was late Eunice Ely of Springfield in the County of Hampshire Widow Executrix of the last Will and Testament of John Ely late of Springfield deceased Plt. in a plea of Covenant broken &c as at large on Record heretofore, and now the said Parties appear by their respective Attys viz the Plt. by Moses Bliss Esq. and the Deft. by John Worthington Esq. and move for a further Continuance of this action, and it is Considered that the said Parties have a day &c until the third Sunday of May next following said second Sunday of March aforesaid.

White Esq. &c vs Ely Exr.

Joshua Warner of Williamsburgh in the County of Hampshire Gent Plt. vs. Simeon White of Williamsburgh aforesaid Yeoman Deft. in a plea of Trespass on the Case &c as at large on Record heretofore. The Parties now appear and are at Issue on the plea tendered at August Term. Thereupon the Jurors of the Jury agreeable to the form and effect of the Statutes in this case made and provided now at this time now at this time Returned and Impannelled being demanded likewise come who to say the truth concerning the premises being duly Sworn declare upon their Oath that the said Simeon did promise in manner and form as the Plt. hath alleged and also the damages of the said Joshua to two pounds fifteen Shillings and five pence. Therefore it is Considered that the said Joshua do recover against the said Simeon two pounds fifteen Shillings and seven pence of lawful money Damages and Cost of Court laid at five pounds fourteen Shillings and ten pence. And now the said Deft. appeals from the Judgment of this Court to the Superior Court of Judicature to be next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire Berkshire on the Last Sunday of August next and be Recognizance with Securities as the Law directs for his prosecuting his said Appeal with effect as by the said Recognizance on file appears.

Warner vs White

Thomas Day of Springfield in the County of Hampshire yeoman Plt. vs. David Leonard of said Springfield yeoman under Solomon Stebbins late of the County aforesaid Deft. in a plea of Trespass on the Case &c as at large on Record heretofore. The parties appear by their respective Attys. and move that this action may be continued. Therefore it is Considered that the said Parties have a day &c until the third Sunday of May next following said second Sunday of March aforesaid.

Day vs Leonard

Smith vs Bardwell

Joseph Smith of Belchertown in the County of Hampshire Gent. Plt. vs. Jonathan Bardwell of said Belchertown Gent. Deft. in a plea as at large on Record of last Term. The Plt. appears by Simeon Strong Esq. & Elisha Porter Esq. his Attys. and now at this day that is to say on the second Tuesday of March 1774 to which day the said Jonathan Bardwell had leave to impart and then to Answer the Declaration contained in the said Josephs Writ; the said Jonathan by Joseph Hawley and Moses Bliss Esqrs. his Attys. comes before the Justices of this Inferiour Court of Common pleas for the County of Hampshire, and the said Jonathan defends the force & injury when &c and saith that the said Joseph Smith ought not to have or maintain his action against him thereof because he saith that he the said Jonathan long before the said several times when the said causes of action in the said Declaration were supposed to be broken by the said Jonathan, had implated one Caleb Clarke of Belchertown in the said County of Hampshire yeoman in the Inferiour Court of Common Pleas of our Sovereign Lord the King holden at Springfield within & for the County of Hampshire on the last Tuesday of August 1771.

" whereas the said Caleb on the thirty first day of October last
" at Belchertown aforesaid was Indebted to the Plt. in three pounds of law-
" ful money of our Province of the Massachusetts Bay in New England for
" so much money by the said Caleb to the use of the Plt. before then there
" had and received, and being so therein Indebted he the said Caleb in Con-
" sideration thereof afterwards to wit the same day and year last above
" at Belchertown aforesaid assumed upon himself and to the Plt. then
" and there faithfully promised that he the same Caleb the s. three pounds
" to the Plt. when he should be thereto afterwards required well and
" faithfully would pay and Content. and whereas the said Caleb on
" the twelfth day of November last at Belchertown aforesaid was Indebt-
" ed to the Plt. in another Sum to wit one pound eight Shillings law-
" ful money of our Province aforesaid for so much money by the said
" Caleb to the use of the Plt. before then there had and received and
" being so therein Indebted he the said Caleb in Consideration thereof af-
" terwards to wit the same day and year last above. at Belchertown
" aforesaid assumed upon himself and to the Plt. then and there faith-
" fully promised that he the said Caleb the said one pound eight Shillings
" to the Plt. when he should be thereto afterwards required well and
" faithfully would pay and Content. and whereas the said Caleb on
" the twenty ninth day of July Inst. at Belchertown aforesaid was
" Indebted to the Plt. in another Sum of the lawful money of our
" Province aforesaid to wit two pounds thirteen Shillings and four
" pence for so much money by the said Caleb to the use of the Plt. before
" then there had and received and being so therein Indebted he the s.
" Caleb in Consideration thereof afterwards to wit the same day & year
" last above said at Belchertown aforesaid assumed upon himself and to the
" Plt. then and there faithfully promised that he the said Caleb the s.
" two pounds thirteen Shillings and four pence to the Plt. when he
" should be thereto afterwards required well and faithfully would pay
" and Content. yet the said Caleb hath not paid the said several sums

nor any part thereof to the Plt. altho the said Caleb hath been oftentimes requested by the Plt. but the said Caleb hath hitherto wholly refused and still doth refuse to do it to the damage of the said Jonathan Bird of (as he saith) the Sum of twenty pounds." and that afterwards and before the said speaking and publishing the words aforesaid in the said Declaration specified that is to say at his Majesty's Superiour Court of Judicature Court of Assize and General Goal Delivery held at Springfield in the said County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Sunday of September in the year of our Lord 1778 the said Action by appeal was depending in the aforesaid Superiour Court and it was in such manner proceeded in the said Action that the Issue thereupon Joined between the said Jonathan and the said Caleb then and there came to be tried in the said Superiour Court by a certain Jury before his Majesty's Justices of the said Superiour Court and the said Jonathan further says the Issue aforesaid being whether the said Caleb had ever promised in manner & form as the said Jonathan in his Declaration had alledged or not. whereupon the aforesaid Joseph the now Plt. afterwards on the aforesaid fourth Sunday of September before the said Justices of the said Superiour Court at Springfield aforesaid was there and then produced as a Witness to prove the Issue aforesaid on the part of the said Caleb and then and there before the said Justices in due form of Law was sworn to give in Evidence to the said Jury the Truth the whole truth and nothing but the truth and on the trial of the said Issue that the said Jury might give a true verdict therein it became as the said Jonathan says pertinent material and necessary for them to enquire whether the said Caleb Clark had before the time of the said Sum[m]s impleading him as aforesaid in a bargain contract and agreement of and concerning a certain share viz. one eighth part of a certain Saw Mill in Belchertown aforesaid supposed by the said Jonathan to have been before made by & between the said Caleb and him the said Jonathan promised undertook and engaged to procure a deed to be made and delivered by one Billing and [illegible] Parsons to him the said Jonathan which should convey to him the said Jonathan one eighth part of the said Sawmill to be held by him the said Jonathan in fee simple in common with other persons owners of the rest of the said Sawmill or not. because the said Jonathan is ready to shew & prove that the said Caleb had promised him in manner and form as the said Jonathan in his said Declaration had alledged did at the trial of the Issue aforesaid affirm ever and ready to prove that all the several sums of money of which in his said Declaration it was declared that the said Caleb had promised to pay him were the true amount of the contents of a certain promissory note made by him the said Jonathan to the said Caleb and which before the time of his the said Sum[m]s impleading him as aforesaid had been wholly paid to him the said Caleb by him the said Jonathan which said note the said Jonathan avers that he had made to the said Caleb for no other Consideration than that he the said Caleb in a certain contract and agreement at the time of making the said note made by and between them the said Caleb & Jon[a] touching the said eighth part of the said Sawmill in Belchertown aforesaid did certainly promise and engage that he the said Caleb within a time past long before the time of the said Sum[m]s impleading the said Caleb as aforesaid would procure a Deed to be made and delivered by one Billing and

Smith and Parsons to him the said Jonathan which should convey to him
vs the said Jonathan one eighth part of the said Sawmill to be held
Bardwell by him the said Jonathan in fee simple in common with the
owners of the rest of the said Sawmill. and the said Jon.a at the time did
also affirm that in the discourse had by and between them the said
Caleb and Jon.a previous and immediately preceding the agreement
aforesaid touching the aforesaid eighth part of the said Sawmill
the said Caleb to insist and persuade him the said Jonathan to
make him such grant aforesaid to him the said Caleb for the consider-
ation aforesaid assigned to him the said Jonathan that the
right to the fee and whole Estate of the said eighth part of the S.
Sawmill was in the said Billing and Parsons but that an agree-
ment & contract had been before had & made by and between
the said Billing & Parsons of the one party and him the said Ca-
leb of the other party in which agreement & Contract it had been for
gaad Consideration promised and agreed by them the said Billings
and Parsons that he the said Caleb should immediately have the use
and improvement of the said eighth part of the said Sawmill & that
they the said Billing & Parsons would whenever they should be there-
to required make and deliver to him the said Caleb such a Deed as
should effectually convey to him the said Caleb in fee simple one eighth
part of the said Sawmill to be held in Common with the owners
of the residue of the said Sawmill and that in fact he the said Caleb
in pursuance of the said agreement was then in possession & had the use
and improvement of such share, to wit one eighth part thereof. But
that they the said Billing & Parsons had not made to him the said
Caleb such deed thereof as above specified but that they stood ready
to do it whenever he should demand it and that as they the said Billing
and Parsons had informed of him the said Caleb the whole agreement
of the said eighth part of the said Sawmill they would be as willing
and ready upon his the said Caleb's request & to order to make and
deliver such Deed to him the said Jon.a as should convey the said Eighth
part of the said Sawmill to him the said Jonathan as to make
such Deed to him the said Caleb. But the the said Caleb at the said
trial wholly denied that he ever undertook or promised to the
said Jonathan that he would procure such Deed as above specified
to be made and delivered by the said Billing & Parsons or either of them
and that he did no more than agree & promise the said Jonathan to
quit the Possession and increase the improvement of the said eighth
part of the said Sawmill & to labour to persuade the said Billing &
Parsons to give the said Jon.a such Deed as above specified.
And thereupon the said Joseph being asked upon his oath aforesaid
whether he was present or not when the Bargain was made be-
tween the said Caleb and the said Jonathan the said Joseph then
upon his oath aforesaid before the said Justices there at Springfield
aforesaid to the said Jury then gave in Evidence and affirmed in
the words following viz.t "I was not present when Clark sold the
"mill to Bardwell, but Bardwell told me he made his Bargain

(meaning his Bargain for the said part of the said mill "with Clark" & meaning said Caleb Clark) as he did with me and was to run the venture of getting a Deed" meaning that the said Jonathan had told him the said Joseph that he the said Jonathan was to run the venture of getting a Deed from the said Billing and Parsons) and thereupon it was then and there by one of the Justices of the said Supreme Court said to the said Joseph the now Dft. in the words following viz "I understand you aver that you told the mill as Clark told to Bardwell and Phelps and you told to the contrary how did you make your Bargain? the said Joseph then upon his Oath aforesaid before the said Justices at Springfield aforesaid gave in Evidence and affirmed to the said Jury in the words following viz "when I meaning himself the said Joseph" told my part of the mill to Bardwell and Phelps" Billing and Parsons (meaning the same Billing & Parsons aforesaid) were both there present and agreed to give them" meaning Bardwell and Phelps) "a Deed" meaning a Deed to convey the said part of the said mill and the said Joseph also upon his Oath aforesaid before the said Justices at Springfield aforesaid gave in Evidence and affirmed to the said Jury in the words following viz "I told my part of the same saw mill to Bardwell and Phelps and they were to run the venture of getting a Deed" by which said Oath the said Joseph committed manifest perjury that is to say in the particular propositions affirmations and parts of what he gave in Evidence and affirmed to the said Jury viz, in affirming to the said Jury on his Oath that the said Jonathan had told him that he the said Jonathan was to run the venture of getting a Deed" and also in giving in Evidence and affirming to the said Jury on his Oath, that when he the said Joseph told his part of the mill Billing and Parsons were present and agreed to give them a Deed, and also in affirming that the said Bardwell & Phelps were to run the venture of getting a Deed. Because the said Jonathan never did at any time tell him the said Joseph that he the said Jonathan was to run the venture of getting a Deed, and because at the time when he the said Joseph told his part of the mill to Bardwell and Phelps Billing and Parsons or either of them were not present and they or either of them did not ever agree to give them a Deed. But the said Joseph promised and engaged to the said Bardwell and Phelps that he the said Joseph would make and execute to them a Deed of his the said Joseph's part of the said saw mill and according to the tenor of the Bargain made between the said Joseph of the one part and the said Bardwell & Phelps of the other part, they were not to run the venture of getting a Deed. by which the said Jonathan afterwards viz, on the thirtieth day of Novemb. 1792 at Belchertown in the said Declaration mentioned in the presence & hearing of several of the faithful subjects of the said Lord the King then and there being present and hearing the same, openly & proclaimed with a loud voice the words first specified in the said Declaration & concerning the said Joseph, that is to say, Joseph Smith (meaning the Dft.) perjured himself he (meaning the said Joseph) took a false Oath & I (meaning the said Jonathan) can prove it and I (meaning the said Jonathan) will prosecute him (meaning the said Joseph) for it (meaning for his false Oath and perjury aforesaid) Smith perjured himself &c. can prove it. And afterwards viz, on the tenth day of same Nov. 1792 at Belchertown in the said Declaration mentioned, he the said Jonathan did further wickedly speak utter and loudly proclaim the following words of the said Joseph that is to say, Joseph Smith (meaning the Dft.) swore to a lie & lie and that is the reason that I (meaning the said Jonathan) have all

Smith vs Bardwell

all this money (meaning the whole Contents of aforesaid mentioned in the said Declaration) to say I (meaning the said Jonathan) will try to get a Bill (meaning a Bill of Indictment to be found by the Grand Inquest for the Body of the County of Hampshire) against Smith (meaning the said Joseph the Plt.) for perjury thus (meaning the said Joseph and the other Witnesses who testified in the trial aforesaid) have swore three hundred rainers from me and do you think that I will be such a Devilish fool as not to try to get it again. and afterwards viz on the thirtieth day of May 1793 at Hatfield in the said Declaration mentioned in the presence and hearing of divers good subjects of the said Lord the King did speak utter publish and with a loud voice pronounce of and concerning the said Joseph the words following viz, Joseph Smith (meaning the Plt.) has perjured himself and I (meaning the said Jonathan) can prove it he (meaning the said Joseph the Plt.) has perjured himself & I will prove it. And afterwards viz the same day and year at Springfield in the said County of Hampshire in the presence and hearing of a number of Grandjurors of the said Lord the King for the Body of the said County of Hampshire who had been duly impannelled charged & sworn to inquire for the said Lord the King of perjuries and all other heinious crimes and misdeeds done and perpetrated within the Body of the said County of Hampshire did speak utter & pronounce and with a loud voice proclaim the following words of and concerning the said Joseph that is to say, Joseph Smith (meaning the Plt.) has perjured himself in took a false Oath in Clarks Case & mine before the Supreme Court he swore to that which was false and I have suffered by it & I hope that you (meaning the said Jurors) will take notice of it I would have you (meaning the said Jurors) inquire into it. as it was lawful for him to do for the reasons above and this he is ready to verify. Whereupon he prays Judgment whether the said Joseph Smith ought to maintain his said Action thereof against him. ——

And the said Joseph Smith protesting that it never was pertinent in the trial of the Issue mentioned in the said Jonathans plea aforesaid for the said Jury to inquire respecting any Bargain Contract or Agreement ever made between the said Joseph and the said Jonathan and said Phelps respecting any part of the Sawmill aforementioned and that neither of the affirmations alledged in the said plea to have been made by said Joseph under his Oath aforesaid were any way Material to the Issue mentioned in the same plea, says that the said Joseph notwithstanding any thing before alledged by said Jonathan in said plea ought not to be precluded from having his Action thereof against said Jonathan because he saith that the said Jonathan of his own wrong and without any such cause as above alledged by said Jonathan in his said plea, on the said thirtieth day of November in 1792 at Belchertown in the Declaration mentioned, in the presence and hearing of divers of his Majesty's subjects then and there being present and hearing the same spoke uttered and proclaimed with a loud voice the words first mentioned in the Declaration of and concerning said Joseph that is to say" Joseph Smith has perjured himself

he took a false oath and I can prove it and I will prosecute him for it Smith's perjured himself and I can prove it. — And also afterwards to wit on the tenth day of December D 1772 the said Jonathan at said Belchertown spoke utter'd and loudly proclaimed of the said Joseph the following words as set forth in the Declaration that is to say" Joseph Smith's sworn to a Devilish lye and that's the reason I have all their money to pay I will try to get a Bill against Smith for perjury they have sworn three hundred pounds from me and do you think that I will be such a Devilish fool as not to try to get it again. — and also afterwards to wit on the thirtieth day of May D 1773 at Hatfield in the said Declaration mentioned, the said Jonathan did speak utter publish and with a loud voice pronounce of and concerning the said Joseph the words following as set forth in the said Declaration to wit, "Joseph Smith has perjured himself and I can prove it he has perjured himself and I will prove it" and also afterwards to wit the same day and year at Springfield in the County of Hampshire in the province and hearing of the Grand Jurors mentioned in the said Declaration did speak utter pronounce and with a loud voice proclaim of and concerning said Joseph the following words as set forth in said Declaration that is to say," Joseph Smith has perjured himself he took a false oath in Clarke's Case and mine before the Superiour Court, he swore to that which was false and I have suffered by it and I hope that you will take notice of it I would have you enquire into it" in such manner and form as the said Joseph Smith has above thereon declared against him and this he prays may be Enquired of by the Country. — and the said Jonathan likewise.

Thereupon the Jurors of the Jury aforesaid to the form and effect of the Statute in this Case made and provided now at this time returned and Impannelled being demanded likewise come who to say the truth concerning the premises being duly Sworn declare upon their Oath that the said Jonathan of his own wrong and without any such cause as is above alleged did speak and utter the words in the Pltf's Declaration set forth and doth the Damages of the said Joseph to fifteen pounds. Therefore it is Considered by the Court that the said Joseph do recover against the said Jonathan fifteen pounds lawful money damages and Costs of Court. And now the said Jonathan appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire and Berkshire on the Last Tuesday of April next and he proposes with Sureties as the Law directs for his prosecuting his Appeal aforesaid with effect as by the said Recognizance on file appears.

and the said Joseph likewise Appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire & Berkshire on the Last Tuesday of April next and by Recognizance with Sureties as the Law directs for prosecuting his Appeal with effect as by the said Recognizance on file may appear.

Isaac Ward of Amherst in the County of Hampshire Esqr. Pltf vs. John Adams late of Amherst aforesaid Yeoman Deft in a plea of the Case as on the Record of last Term. the Pltf having three times publickly called in Court and the Deft likewise Defaulted and the Action dismissed. Ward vs Adams

Ballwood vs Hadley

Ebenezer Ballwood of Amherst in the County of Hampshire yeom. Pltf. vs. Josiah Hadley of said Amherst yeoman Deft. in a plea of the case &c as at large on Record heretofore. the Pltf. appears by Simeon Strong Esq. his Attr. and the said Josiah the three times publickly called to come into Court doth not come but makes Default of appearance here.— Therefore it is considered by the Court that the said Ebenezer do recover against the said Josiah Sixty-two pounds one Shilling & six pence of lawful money Damages & Cost of Court taxed at one pound fifteen Shillings & Six pence & thereof &c. Given in. 23d March 1774—

Watson vs Hadley No 1

William Watson of Hatfield in the County of Hampshire yeoman Pltf. vs. Joseph Hadley of Northfield in said County yeom. Deft. in a plea of the case for that the said Joseph at said Hatfield on the seventh day of November 1771 by his note of that date for value received promised (by the name of Joseph Hadley Junr.) the said William to pay him the Sum of Eight pounds lawful money within three months from the date of the said note with the lawful Interest of that same Sum after that time until paid. Yet the said Joseph tho often requested hath never paid the same Sum or any penny thereof but unjustly neglects & wholly refuses to do it to the damage of the said William ten pounds. the Pltf. appears by Elisha Porter Esq. his Attr. and the said Joseph the three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said William do recover against the said Joseph Nine pounds Nine Shillings & nine pence of lawful money Damages and Cost of Court taxed at one pound two Shillings & nine pence & thereof &c. Given in. 23d March 1774.—

Graham vs Dawson No 2

Samuel Graham of Sunderland in the County of Hampshire yeoman Pltf. vs. Joseph Hadley of Northfield in said County yeoman, and a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of said County Deft. in a plea of the case for that the said Joseph at said Northfield on the last day of August last past by his note of that date for value received promised the said Samuel to pay him the Sum of Six pounds fifteen Shillings lawful money on Demand with the lawful Interest of the same from date. Yet the said Joseph tho often requested hath never performed his said promise but neglects & refuses to do it to the Damage of the said Samuel Nine pounds. the Pltf. appears by Elisha Porter Esq. his Attr. and the said Joseph the three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Joseph Six pounds nineteen Shillings three pence of lawful money Damages and Cost of Court taxed at one pound twelve Shillings & nine pence and Costs. Given in. 25th March 1774.—

Wade vs Somerfield No 3

Abigail Wade of Brookfield in the County of Worcester and Province of Massachusetts Bay Apothecary Admx. of Zechariah Somerfield late of Greenfield in the County of Hampshire Physician Deft. in a plea of the case for that the said Zechariah at Greenfield aforesaid on the 13th day of August 1772 by his note of that date for value received promised the said Abigail to pay him the Sum of three pounds four Shillings and one penny lawful money by the first day of October then next after the date of the said note with the lawful Interest of that same Sum after the time of payment until paid. And also for that whereas at G. Greenfield—

on the same sixth day of August the said Allegiance had there sold & delivered to the said Zachariah at his the said Zachariah's special Instance and request divers Druggs & Medicines he the said Zachariah then and there in Consideration thereof promised the said Allegiance to pay him so much money as the same Druggs and Medicines were reasonable worth at the time of their sale & Delivery as aforesaid whenever afterwards he should be thereto required and the said Allegiance avers that the same Druggs & Medicines at the time of their said sale & Delivery were reasonably worth the sum of two pounds seven Shillings & sixpence lawful money &c. of which said premises the said Zachariah then and there had notice yet the said Zachariah tho often requested hath not nor either of the said sums or any part thereof paid but the same to do it to the damage of the said Allegiance five pounds. the Plt. appears by his Attorney &c. and the said Zachariah tho' three times publickly called to come into Court did not come but made Default &c. Therefore it is considered by the Court that the said Allegiance do recover against the said Zachariah the said Seven Shillings & sixpence lawful money Damages and Cost of Court taxed at two pounds and six Shillings and thereof he may have his Execution. . . . Execution issued March 17th.

Elijah Wells of Conway in the County of Hampshire yeoman Plt. vs. Samuel Ballwood of Amherst in said County yeoman Deputy Sheriff under Solomon Strong Esq. Sheriff of the same County in a plea of trespass wherein the said Elijah Complains that the said on the twenty third day of June last past with force and arms the goods of him the said Elijah to wit six grindstones of the value of six pounds one Crate of Crockery & Glass and stone ware of the value of twenty four pounds thirty six Earthen with pans of the value of forty eight Shillings five dozen of Earthen Chamber pots of the value of four pounds, four dozen of Earthen Pitchers of the value of three pounds & five Shillings seven dozen of Earthen pots of the value of four pounds Eleven Shillings two dozen of Earthen Bedpans of the value of thirty Shillings three dozen of Earthen Mugs of the value of ten Shillings & four dozen two dozen of Earthen Cups of the value of thirty two Shillings five dozen of Earthen Mugs of the value of forty four Shillings four dozen of Earthen Porringers of the value of thirty two Shillings four dozen of Earthen Bowls of the value of forty eight Shillings Eight dozen of Earthen Basons of the value of three pounds two Shillings four dozen of Earthen plates of the value of twenty one Shillings four dozen of Earthen platters of the value of twenty one Shillings & at Williamsburgh in said County of Hampshire took and carried away and other outrages on him the said Elijah then and there did contrary to the peace against the peace of our Lord the King and to the damage of the said Elijah Twenty pounds. the Plt. appears by Caleb Strong Jun. Esqr. his Atty and the said Samuel by Moses Bliss Esq. his Atty comes & defends the force & Injury &c and for plea says he is not guilty in manner and form as the Plt. in his Declaration hath alledged and thereof puts himself on the Country &c & the Plt. likewise. Whereupon the Jurors of the Jury agreed to the form and effect of the Statutes in this Case made and provided were then & there returned and Impannelled being Demanded likewise who to say the truth concerning the premises being duly Sworn declare upon their oath, That the said Samuel is guilty in manner and form as the Plt. in his Declaration hath alledged and assess the Damages of the said Elijah to thirty one pounds twelve Shillings and six pence. Therefore it is considered by the Court that the said Elijah do recover against the said Samuel thirty one

Wells vs Boltwood No. 4

one pound Twelve Shillings and Six pence of lawful money Damages & Costs of Court and ~~Simon Stronghead~~ one pound fifteen Shillings and four pence. — The said Simon appeals from the Judgment aforesaid to the Superiour Court of Judicature to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire and Berkshire on the last Tuesday of April next and he gives bonds with Surety according to Law for the said Samuels prosecuting his said Appeal with effect as by the recognizance on file appears. —

Warner vs Moore No. 5

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf. Simon Moore late of Springfield in said County yeoman Deft. in a plea of the Case for that whereas the said Jonathan at said Hadley on the first day of December last did there sell and deliver unto the said Simon divers Goods Wares & Merchandizes at his the said Simons special Instance & request the the said Simon then and there in Consideration thereof promised the said Jonathan to pay him so much money as the same Goods were reasonably worth at the time of their said sale & delivery whenever afterwards he should be thereto requested and the said Jonathan says that the same Goods at the time of their sale & delivery were reasonably worth the sum of nineteen pounds ten Shillings and nine pence half penny lawful money at Hadley aforesaid of which the said Simon had notice and was requested yet the said Simon his said promise & undertaking not regarding but contriving & fraudulently intending the said Jonathan in this behalf to deceive & defraud hath not paid the said sum of nineteen pounds ten Shillings and nine pence half penny or any part thereof but the same to pay hath hitherto wholly refused & neglected and still doth refuse to the damage of the said Jonathan four pounds. the Pltf appears by Elisha Porter Esq. his Attr. and the Deft. though three times publickly called to come into Court doth not come but makes Default & appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Simon Nine pounds Seventeen Shillings and Six pence of lawful money Damages and Cost of Court taxed at one pound Six Shillings and nine pence and thereof &c. Execn. is. 26th March 1774

Warner vs Pratt No. 6

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf. & Aaron Pratt of Sunderland in s. County yeoman Deft. in a plea of the Case for that the said Aaron at s. Hadley on the first day of December last in Consideration that the s. Jonathan had before that time there sold and delivered unto the said Aaron divers Goods Wares and Merchandizes at his the said Aarons special Instance & request promised the said Jonathan to pay him so much money as the same Goods Wares and Merchandizes were reasonably worth at the time of their said sale & delivery whenever afterward he should be thereto requested. And the said Jonathan says that the same Goods at the time of their said sale & delivery as aforesaid were reasonably worth the sum of Six pounds two Shillings and ten pence lawful money viz. at Hadley aforesaid whereof the said Aaron then and there had notice and

and paid to the said Jonathan the sum of four Shillings six pence lawful money
and no more in part payment thereof the remaining part of the said sum of
Six pounds two Shillings and ten pence with the sum of six pounds six
Shillings and four pence like lawful money the said Aaron hath not paid
nor any part thereof tho he has been thereto requested but hitherto
refuses to do it to the damage of the said Jonathan five pounds &c. as
appears by Elisha Porter Esq. his Att. and the said Aaron tho' duely respon-
sibly called to come into Court doth not come but makes default &c. wherefore
here. Therefore it is considered by the Court that the said Jonathan do recover
against the said Aaron five pounds Eighteen Shillings and four pence lawful
money Damages and Costs of Court taxed at One pound six Shillings and
three pence and that he may have &c. The Aaron appeals &c by Wm
Billings his Att. &c

Isaac Stevenson of your wife in the County of Hampshire yeoman & Thankful his the said Isaac's Wife &c. against Hunter of the same County yeoman wit. for that whereas she the said Thankful always from her Nativity hitherto hath been and still is a modest chaste & virtuous Person and hath always from her Nativity to this time carried and behaved herself as a modest, Chaste and Virtuous Woman and always till speaking and publishing of the false & Scandalous words hereafter mentioned on the fifteenth day of September last past was and hath been esteemed and reputed and accounted by all persons to whom she was known as a modest chaste & virtuous Person and hath never been guilty or suspected to be guilty of any immodest behaviour, or unchastity riage or behaviour whatever much less of the Crimes and Infamous Crimes of Fornication or Adultery or any Infidelity to her Husband but hath always till the said fifteenth day of said September obtained and preserved a fair name & reputation for her Virtue & Chastity and by means of her said virtuous conversation & behaviour and Reputation aforesaid hath obtained the love and favour not only of her said Husband Isaac Stevenson, but also of all her neighbours & acquaintance Nevertheless the said Isaac Hunter well knowing the premises but Maliciously contriving and Intending to Slander and defame the s. Thankful, ruin her Reputation and good name and destroy and extinguish that mutual affection Love and Esteem that had always subsisted between her and her said Husband after their Intermarriage together, destroy their own peace and the peace and happiness of their family expose them to division & Discord and excite him to withdraw his affection from the s. Thankful & conceive them Jealous and Suspicious of her Virtue & Chastity & to expose her not only to Contempt & reproach but also to the Danger of that severe & Infamous punishment by the Laws of this Province inflicted upon persons convicted of the Crime of Adultery at Greenwich aforesaid on the fifteenth day of September last past of his own malice, spoke utter and pronounced, of and concerning her the said Thankful to and in the hearing of divers of his Majesty's Liege Subjects the false, feign'd, Malicious and Scandalous English words following to wit viz. I (meaning s. Isaac Hunter) will tell you (meaning divers of his Majesty's Liege subjects then present) a story and tell the horrid I (meaning said Hunter) never had to do with Stevenson's Wife (meaning said Thankful) but twice one time was when I (said Hunter) had her up in his (meaning said Stevenson's) Lime fence and then she (meaning said Stevenson's Wife) had the length of a fit to be

[illegible] be longer or shorter She had it, the other time I [illegible] meaning himself] Thanksful
vs Hunter meant sin and the meaning said Thanksful) say so said I [illegible] meaning said
No. 7 Hunter) Hunter could not help but do it" and again at another time on
the same day these other false & slanderous Words following to wit
I" (meaning said Hunter never had to do with Stevenson's Wife" (meaning said Thanksful) "but twice once was among the peas & then she
(meaning said Thanksful) had the length of it let it be longer or
shorter" and again when the meaning said Thanksful) lay in the
Bed when the (meaning I. Thanksful) did say so said I" (meaning I.
Hunter) "could not help but do it". and further that he the said
Isaac Hunter afterwards to wit on the fifth day of Octob. last past at
Pelham in said County of his further Malice spoke uttered & &
in the hearing of divers of his Majesty's Liege Subjects then present —
these other false feigned & slanderous words following of & concerning her
the said Thanksful, to wit "Damn it it is true I" (meaning I. Hunter)
"fetched her" (meaning said Thanksful) among the Peas I" (meaning
said Hunter) "saw it and the (meaning said Thanksful knows it" —
and again there on the next day following these other words following
to wit "Damn it I was but in not for me" (meaning I. Thanksful) "was
with him three weeks of her time and it was not good for any thing"
by means of speaking and uttering which false, feigned & malicious, and
slanderous words aforesaid, She the I. Thanksful hath not only been
greatly injured in her good name, fame & Reputation but also is in
danger of loosing the Love, Esteem & good Will of her I. Husband &
of her acquaintance, of being exposed to the Ignominy & being shunned
and avoided as a bad person & an adultress but also to the danger of
suffering the punishment inflicted for the Crime of adultery, all
which is to the damage of the Pltf. three hundred pounds. —
The Pltf. appear by Mason Bibb Esq. their Attr. and the said Hunter by Jo=
seph Hawley & Simeon Strong Esqrs his Attys. comes & defends &c and for
plea says that he is not Guilty in manner & form as the said Isaac Stevens=
on in his Declaration has alledged against him & thereof puts himself
on the Country. And the said Isaac Stevenson likewise —
Thereupon the Jurors of the Jury agreable to the form and effect of the sta=
tutes in this Case made & provided now at this time Returned & Impan=
elled being duly sworn likewise come who to say the truth concerning
the premises being duly sworn declare upon their oath that the Defft.
is guilty in manner & form as against him is above alledged and
also the Damages of the said Isaac Stevenson to forty five pounds. —
Therefore it is considered by the Court that the said Isaac Stevenson the
Pltf. do recover against the said Isaac Hunter forty five pounds of
lawful money Damages and Costs of Court taxed at nine pounds
one shilling & and ten pence and thereof he may have his Exec. —

Warner vs Lamson vs P

Jonathan Warner late of Hadley in the County of Hamp=
shire Esqr Pltf. vs. Edmund Lamson of Springfield in said County —
man Defft. in a plea of the Case for that the said Edmund at said
Hadley on the ninth day of August last past by his Note of that
date for value received promised the said Jonathan to pay him or

his Order the Sum of three pounds and one Shilling lawful money by the seventh day of November then next after the date of the same Note with the lawful Interest of that same Sum afterwards till paid. Yet the said Edmund tho often requested has never paid that same Sum or any part of but wholly neglects and refuses to do it to the damage of the Plaintiff five pounds. the Plt. appears by Elisha Porter Esq. his Attorney and the said Edmund tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Edmund three pounds Two Shillings and three pence of lawful money Damages and Cost of Court taxed at One pound four Shillings & three pence and thereof he may have his Execution. ... Execution issued 26th March 1754.

Ebenezer Marsh of Hadley in the County of Hampshire yeoman Plaintiff in a plea of Trespass for that the said Elijah on the twenty ninth day of January current at said Amherst the close of the Plaintiff in said Amherst being a Lot containing fifty one acres & ten rods of Land granted Ruined and set off by the Proprietors to Timothy Eastman Heirs in the Flat Hill Division so called bounded North on Land granted to Samuel Partridges Heirs South on Land granted to Daniel Marshs Heirs with force & Arms broke & entered and five hundred of the Plaintiff Trees then & there growing worth five pounds with force & Arms cut down and Carried away Contrary to Law and against the peace of our Lord the King to the damage of the said Plaintiff Eight pounds. the Plaintiff appears by Simeon Strong Esq. their Atty. and the said Elijah by Moses Bliss Esq. his Attorney answers that this Action may not be continued, Therefore it is Considered that the said Parties have a Day until the third Tuesday of May next following said third Tuesday of March aforesaid.

Nathan Eastman of Ashfield in the County of Hampshire and Colony of Connecticut Merchant Plaintiff in a plea of the Case for that the said Thomas at said Northampton on the fourteenth day of December A.D. 1753 by his Note of that date for value received promised said Nathan to pay him or Order four pounds lawful money on Demand with Interest till paid. yet the said Thomas tho often requested has never performed his said promise but wholly and Grossly neglects to do it to the damage of the said Nathan ten pounds. the Plt. appears by William Scott Esqr. his Attorney and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here Therefore it is Considered by the Court that the said Nathan recover against the said Thomas four pounds six Shillings and one penny of lawful money Damages and Costs of Court taxed at two pounds ten Shillings and Sixpence and thereof &c. Execution issued 27th April 1754

Jabez Nichols of Brimfield in the County of Hampshire yeoman Plaintiff in a plea of the Case for that the said John at said Northampton on the Eighth

Eastman vs Baker Atty. pro. No. 9

Eastman vs Sherman Atty. pro. No. 10

Nichols vs Sherman Atty. pro. No. 11

Nichols vs Thomas No 11 — eighth day of May A.D. 1793 by his Note of that date promised said John to pay him or his order the sum of Eighteen pounds lawful money within six months from the date with lawful Interest till paid yet the said John Thornton regarding not his own promise but wholly neglecting to do it to the Damage of the said Jabez fifteen pounds. the Pltf. appears by William Seall Esq. his Attorney and the said John Thornton is openly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered that the said Jabez recover against the said John Eighteen pounds. nineteen Shillings. Currency of lawful money Damages & Cost of Court taxed at Eleven pounds nineteen Shillings & ten pence. and now the said John by Jonathan Ellis Esq. his Attorney comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature now next to be holden at Northampton within the County of Hampshire for the County of Hampshire & Berkshire on the Easterly Sunday of April next and he Recognizes with Surities as the Law directs for the said John prosecuting his said Appeal with effect as by the Recognizance on file appears.

Phelps vs Billings No 12 — Daniel Phelps of Woburn in the County of Hartford and Colony of Connecticut yeoman Attorney to Benjamin Billings Junr. yeoman and Thomas Harris yeoman both of Belchertown in the County of Hampshire Defts. in a plea of the Case for that the said Benjamin & Thomas at Northampton on the twenty fourth day of June A.D. 1793 by their Note of that date for value received promised said Barret to pay him or Order the Sum of fifty pounds on or before the first day of January then next with Interest from that time till paid, yet the said Benjamin & Thomas tho often requested have never fulfilled their said promise but wholly & unjustly neglect it to the Damage of the said Barret sixty pounds. the Parties appear by their respective Attys. viz. the Pltf. by John Worthington Esq. and the Defts. by Elisha Porter Esq. and more that this Action may be continued. And it is Considered that the said Parties have a Day before the Court the third Tuesday of May next following said second Sunday of March aforesaid. —

Olcott vs Dewey No 13 — Samuel Olcott of Hartford in the County of Hartford and Colony of Connecticut yeoman Pltf. vs. Simeon Dewey of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Simeon at said Springfield on the twenty first day of July A.D. 1792 by his note of that date for value received promised said Samuel to pay him or Order twenty nine pounds nine Shillings & five pence by the end of three months after the date of said note with the Lawful Interest of the same Sum from the time of payment till the same shall be paid. yet said Simeon tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Samuel forty pounds. the Pltf. appears by John Worthington Esq. his Attorney and the said Simeon tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Simeon twenty eight pounds Sixteen Shillings, and two pence of lawful money Damages & Costs taxed at two pounds one Shilling, & three pence &c. &c. &c. &c. 1794 —

Josiah Bush of Westhersfield in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Thomas White of South Hadley otherwise commonly called Thomas White the second in the County of Hampshire yeoman Deft. in a plea of the case for that said Thomas at said Northampton on the tenth day of December A.D. 1772. by his Note of that date for value received promised said Josiah to pay him thirty four pounds seven shillings and seven pence on Demand with lawful Interest for the same till paid. yet said Thomas tho often requested hath never paid the same, or any part thereof, but unjustly neglects it to the Damage of the said Josiah forty pounds. the Plt. appears by John Worthington Esq. his Attr. and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance Therefore it is considered by the Court that the said Josiah do recover against the said Thomas thirty seven pounds three Shillings and two pence lawful money Damages and Cost of Court taxed at one pound nineteen Shillings and nine pence and thereof he may have his Execution. Execut. is. 1st April A.D. 1774

Bush vs White No. 16

Jonathan Simpson of Boston in the County of Suffolk Esqr. Plt. vs. Asa Miller yeoman & Jonathan Miller yeoman both of Springfield in the County of Hampshire Deft. in a plea of the case for that said Asa and Jonathan Miller at said Springfield on the sixteenth day of August last past by their note of that date for value received promised said Simpson to pay him or Order thirty one pounds seven Shillings and five pence on Demand with lawful Interest for the same till paid. yet said Asa & Jonathan Miller or either of them have never paid the same or any part thereof but unjustly neglect to do it to the damage of the said Simpson fifty pounds. the Plt. appears by John Worthington Esq. his Attr. and the said Deft. tho three times publickly called to come into Court [illegible] but made Default of appearance Therefore it is Considered by the Court that the said Jonathan do recover against the said Asa and Jonathan Miller thirty two pounds nine Shillings and five pence of lawful money Damages & Cost of Court taxed at two pounds Eighteen Shillings and five pence & thereof. Execut. is. 2nd Oct. 1774.

Simpson vs Miller No. 16

James Wallis of Colrain in the County of Hampshire yeoman Plt. vs. Robert Fulton of Colrain aforesaid yeoman Deft. in a plea of Trespass &c as per Writ on file. the Plt. having three times publickly called is Nonsuit & the Deft. likewise Defaults & the Action dismissed.

Wallis vs Fulton No. 16

David Dickinson of Deerfield in the County of Hampshire Gent. Plt. vs. Reuben Grandy of said Deerfield yeoman Deft. in plea of the case for that the said Reuben at said Deerfield on the first day of October last past by his note of that date for value received then promised said David to pay him or Order four pounds seven Shillings on Demand with lawful Interest for the same till paid. Also for that whereas the said David at Deerfield on or before the first day of October last past at the special instance & request of the said Reuben then sold and delivered to the said Reuben many goods Wares and Merchandizes more particularly mentioned in the Writ in consideration whereof the said Reuben then at said Deerfield on the same first day of October aforesaid promised the said David to pay him so much money as the same goods were at Deerfield at the time of the sale and delivery thereof were reasonably worth whereof he the said Reuben then had the said request and the said David further says that said Goods at Deerfield at the time of the sale and delivery thereof were reasonably worth one pound two Shillings and nine pence yet the said Reuben tho often requested hath never paid the said sums or any part of the Debt or so much money nor any part of so much money as

Dickinson vs Grandy No. 17

Dickinson vs Grandy No. 17 — as said Goods & at said Durfield at the time of the sale & delivery thereof were reasonably worth but in unjustly refused and wholly refuses to fulfill either of his said promises to the damage of the said David Nine pounds the Plt. appears by Jonathan Ashley Esq. his Atty. and the said Reuben tho. three times publickly called to come into Court doth not come but — makes Default of appearance here. Therefore it is Considered by the Court that the said David do recover against the said Reuben five pounds fifteen Shillings and six pence lawful money Damages and Cost of Court taxed at One pound Eleven Shillings & ten pence and that he may have his Execution. Exam. is. 29 March 1774

Matthews vs Ashley No. 18 — David Matthews of Colrain in the County of Hampshire yeoman Plt. vs. Joseph Ashley of Deerfield in s. County yeoman & Deputy Sheriff under Solomon Stoddard Esq. Sheriff of s. County Deft. in a plea of the Case for that the said Joseph at Sunderland in s. County on the thirteenth day of August A.D. 1772 by his Note of that Date for value received promised the said David to pay him or Order ten pounds by the first day of May then next after the date of said Note with lawful Interest for the same sum from the date of s. Note till paid. yet the said Joseph the often requested hath never paid the same but unjustly neglects and wholly refuses to do it to the damage of the said David Nine pounds the Plt. appears by Jonathan Ashley Esq. his Atty. and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said David do recover against the said Joseph ten pounds nineteen Shillings and one penny of lawful money Damages & Cost of Court taxed at One pound Seventeen Shillings & Six pence & therefore. Exam. is. 29 March 1774

Dickinson vs Henry No. 19 — David Dickinson of Deerfield in the County of Hampshire Gent. Plt. vs. John Henry of Colrain in said County yeoman Deft. in a plea of the Case for that the said John at said Deerfield on the sixth day of January A.D. 1772 by his Note of that date for value received promised the said David to pay him or Order Six pounds two Shillings and ten pence on demand with lawful Interest for the same till paid. yet the said John tho often requested hath never paid the same or any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said David Nine pounds. the Plt. appears by Jonathan Ashley Esq. his Atty. and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said David do recover against the said John six pounds eleven Shillings & ten pence lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and two pence & therefore. Exam. is. 29 March 1774. —

Davis vs Davis No. 20 — David Dickinson of Deerfield in the County of Hampshire Gent. Plt. vs. Silla Davis of Greenfield in s. County yeoman Deft. in a plea of the Case for that the said Silla at said Deerfield on the thirtieth day of August A.D. 1771 by his Note of that date for value received then and there promised the said David to pay him or Order two pounds four Shillings and five pence by the first day of May then next after the date of s. Note with lawful Interest for said sum from said first day of May then till paid. yet the said Silla tho often requested & tho the time is long since past limited in said Note for the payment of said sum is long since past

hath never paid the same nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said David six pounds &c. Attest Jonathan Ashley Esq. his Attor. and the said Seth three times publickly called to come into Court doth not come but makes Default of appearance &c. Therefore it is considered by the Court that the said David do recover against the said Seth two pounds nine shillings & four pence of lawful money damages and cost of Court taxed at one pound two shillings & two pence and thereof he may have his Execn. Execn. is. 23. March 1774.

Dickinson vs Seth No. 21

David Dickinson of Deerfield in the County of Hampshire Gent. Plt. vs. Joseph Gallin yeoman and Nathaniel Gallin yeoman both of Conway in said County Defts. in a plea of the Case for that the said Joseph and Nathaniel at said Deerfield on the first day of January 1772 by their note of that date for value recvd promised them and their principal the said David to pay him or Order nine pounds on Demand with lawful Interest for said sum from three months from the date of said note till paid yet the said Joseph and Nathaniel tho often requested have never paid the same nor any part thereof nor hath either of them ever paid the same nor any part thereof but they unjustly neglect and wholly refuse to do it to the damage of the said David fourteen pounds. tho Plt. appears by Jonathan Ashley Esq. his Attor. and the said Joseph and Nathaniel tho three times publickly called to come into Court doth not come but make Default of appearance here. Therefore it is considered by the Court that the said David do recover against the said Joseph and Nathaniel ten pounds one Shilling and two pence of lawful money Damages and Cost of Court taxed at one pound thirteen Shillings and six pence and thereof he may have his Execn. Execn. is. 23. March 1774.

Dickinson vs Gallin No. 22

Moses Hawks of Shelburne in the County of Hampshire Gent. Plt. vs. Moses Scott of Bernardstown in said County yeoman Deft. in a plea of the Case for that the said Moses Scott at said Shelburne on the fourth day of August 1772 by his note of that date for value recvd promised the said Hawks to pay him or Order twenty one pounds Six Shillings on Demand with lawful Interest for the same till paid yet the said Moses Scott tho often requested hath never paid the same nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said Hawks thirty pounds tho Plt. appears by Jonathan Ashley Esq. his Attor. and the said Scott tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Hawks do recover against the said Scott twenty three pounds seven Shillings four pence of lawful money Damages & Cost of Court taxed at one pound fourteen Shillings and three pence and thereof &c. Execn. is. 23. March 1774.

Hawks vs Scott No. 23

David Dickinson of Deerfield in the County of Hampshire Gent. Plt. vs. Zebadiah Allis of Montague in said County yeoman Deft. in a plea of the Case for that the said Zebadiah at said Deerfield on the ninth day of January A.D. 1772 by his note of that date for value recvd promised the said David to pay him or Order nine pounds Six Shillings and nine pence on demand with lawful Interest for the same from and after three months from the date of said note till paid. Also for that the said Zebadiah at said Deerfield on the nineteenth day of Feby. A.D. 1771 by his other note of that date for value recvd then and there promised the said David to pay him or Order three pounds fifteen Shillings and one penny two farthings on demand with lawful Interest for the same from and after three months from the date of

Dickinson vs Allis No. 23

Dibrin vs Allis No. 23

of said Note till paid Also for that whereas the said David on the twenty fourth day of September last past at the special Instance & request of the said Zebadiah at said Deerfield sold & did deliver to the said Zebadiah sundry goods wares & Merchandizes mentioned in the Account to the Writ in Consideration whereof the said Zebadiah then and there promised the said David to pay him so much money whatever he should be thereto requested as the same goods wares & Merchandizes at said Deerfield at the time of the sale and delivery thereof were reasonably worth with the lawful Interest from a after six months from the sale and delivery of said goods &c and the said David in fact says that said goods Wares and Merchandizes at the time of the sale and delivery thereof were reasonably worth two pounds and three pence with the lawful Interest thereof from and after six months from the sale & delivery thereof yet the said Zebadiah tho often requested hath never performed either of his said promises or any part of either of them but unjustly neglects & wholly refuses to do it to the damage of the said David. Two pounds. the Att. appears by Jonathan Ashley Esq. his Att. and the said Zebadiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said David do recover against the said Zebadiah Seven pounds Sixteen Shillings and two pence two farthings & lawful money Damages and Cost of Court taxed at one pound Eleven Shillings and ten pence and thereof &c. Execution 15 March 1774.

Smith vs Scott No. 24

Amasa Smith of Deerfield in the County of Hampshire Yeoman Pltf. vs. Moses Scott of Pownalborough in said County Yeoman Deft. in a plea of the Case for that the said Moses at said Deerfield on the thirty first day of December Dollrs by his note of that date for value received then and there promised the said Amasa to pay him Order Eight pounds one Shilling and four pence two farthings to be paid in good Merchantable neat India Rum or Sugar or Molasses at the Market Cash price by the first day of August then next after the date of said note to be delivered to the said Amasa by said first day of August aforesaid yet the said Moses tho the said Amasa untill the first day of August aforesaid was always ready to pay said Sum in said Rum or Sugar or Molasses at the Market cash price hath never delivered said Rum or Sugar or Molasses nor hath the said Moses tho often requested ever paid the aforesaid Sum nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said Amasa fourteen pounds. the Att. appears by Jonathan Ashley Esq. his Att. and the said Moses tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by this Court that the said Amasa do recover against the said Moses Eight pounds Seven Shillings and Sixpence lawful money Damages and Cost of Court taxed at One pound Eleven Shillings and ten pence and thereof &c. Execution 23 March 1774.

Alden vs Wait No. 25

Barnabas Alden of Deerfield in the County of Hampshire yeoman Pltf. vs. Ebenezer Wait of Ashfield yeoman Deft. in a plea of the Case for that the said Ebenezer at said Ashfield on the ninth day of August last past by his note of that date for value received then and there promised the said Barnabas to pay him Ten pounds on demand with lawful Interest for the same till paid. yet the said Ebenezer tho often requested hath never paid the same nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said Barnabas fourteen pounds. the Pltf. appears by Jonathan Ashley Esq. his Att. and the said Ebenezer tho three

times publickly called to come in to Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Barnabas do recover against the said [illegible] pounds fifteen shillings and sixpence of lawful money Damages and Cost of Court taxed at One pound fifteen shillings and two pence and thereof he may have his Execn. Essex. ss. 23d March 1771.

Thomas Williams of Deerfield in the County of Hampshire yeoman Pltf. in a plea of the case for that the said Joseph at said Deerfield on the first day of August Dr 68 by his note of that date for value received then and there promised the said Thomas to pay him or order [illegible] pounds lawful money on demand with lawful Interest for the same till paid yet the said Joseph tho often requested hath never paid the same nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said Thomas twenty pounds. the Pltf. appears by Jonathan Ashley Esq. his attr. and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Thomas do recover against the said Joseph [illegible] pounds Eight Shillings and ten pence of lawful money Damages and Cost of Court taxed at One pound Eleven Shillings and ten pence and thereof he may have his Execn. ~~Execn.~~

Williams vs Gallin No. 26

David Field of Deerfield in the County of Hampshire yeoman Pltf. vs. Samuel Hunter of Shelburne in said County yeoman Deft. in a plea of the Case for that the said Samuel at said Deerfield on the twenty-th day of May Dr 62 by his note of that date for value received then and there promised the said David to pay him or order one pound ten Shillings one penny one farthing on demand with lawful Interest for the same till paid, yet the said Samuel tho often requested hath never paid the same nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said David five pounds. the Pltf. appears by Jonathan Ashley Esq. his Attr. and the said Samuel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said David do recover against the said Samuel two pounds Eleven Shillings and seven pence of lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and two pence and thereof he may have his Execn. Essex. ss. 23d March 1771.

Field vs Hunter No. 27

David Field of Deerfield in the County of Hampshire yeoman Pltf. vs. David Whitney of Conway in said County yeoman Deft. in a plea of the Case for that the said David Field at said Deerfield on the [illegible] day of October A.D. 1770 at the special Instance & request of the said Whitney [illegible] to deliver to the said David Whitney Goods Wares & Merchandizes amounting to the sum aforesaid to the Writ in Consideration whereof the said David Whitney then and there promised the said David Field to pay him so much money for said Goods as the same Goods at the time of the sale and delivery thereof were reasonably worth whenever he should be thereto requested with the lawful Interest therefor till paid yet the said David Whitney tho often requested hath never paid so much money nor any part of so much money for the same Goods at the time of the sale and delivery thereof were reasonably worth with the lawful Interest therefor but unjustly neglects and wholly refuses to do it to the damage of the said David Field [illegible] to the Pltf. appears by Jonathan Ashley Esq. his Attr. and the said David Whitney tho three times publickly called to come into Court doth not come but makes

Field vs Whitney No. 28

Field vs Whitney No 28

makes Default of appearance here. Therefore it is Considered by the Court that the said David Field do recover against the said David Whitney two pounds ten Shillings of lawful money Damages and Cost of Court taxed at One pound Eleven Shillings and ten pence the cost. Exon. is. 23. March 1774

Edwards vs Warburton No 29

David Field of Deerfield in the County of Hampshire Gent. Pltf. vs. Samuel Warburton of Ashfield said County yeoman Deft. in a plea of the Case for that whereas the said David at said Deerfield on the eighth day of September A.D. 1772 at the special Instance & request of the D. Samuel sold and delivered him the said Samuel sundry Goods Wares and Merchandizes amounting to the sum of to the Dft. in Consideration whereof the said Samuel at said Deerfield on the same eighth day of September aforesaid promised the said David to pay him so much money for said Goods &c as the same at the time of the sale and delivery thereof were reasonably worth whenever he should be thereto requested with lawful Interest therefor from and after six months from the sale and delivery of s. Goods &c until paid and the said David in fact says that said Goods &c at the time of the sale and delivery thereof were reasonably worth two pounds nine Shillings and four pence. yet the said Samuel tho often requested hath never paid so much money nor any part of so much money as the same Goods &c at the time of the sale & delivery thereof were reasonably worth nor the lawful Interest thereof but unjustly neglects & wholly refuses to do it to the damage of the said David six pounds to the Pltf. appears by Jonathan Ashley Esq. his Attr. and the said Samuel tho three times publickly called to come into Court did not come but makes Default of appearance here — Therefore it is Considered by the Court that the said David do recover against the D. Samuel two pounds Eleven Shillings & ten pence of lawful money Damages & Cost of Court taxed at One pound thirteen Shillings & two pence and thereof he may have his Ex. Exon. is. 23. March 1774 —

Williams vs Williams No 30

John Chester Williams of Hatfield in the County of Hampshire Gent. Pltf. vs. James Williams of Deerfield in said County Esqr. Dft. in a plea of the Case for that the said James at said Northampton on the twenty second day of September A.D. 1773 by his Note of that date for value received then & there promised the said John Chester to pay him the value of three pounds in good and Merchantable Flax and at the cash price by the last day of December then next after the date of said Note with lawful Interest for the same from and after the said last day of Decemb. till paid. yet the said James the often required and altho the time limited in said Note for the payment of said Sum in said Flax is long since passed hath never paid said Sum or any part thereof in Flax nor hath the said James ever in any manner paid said Sum or any part thereof but unjustly neglects & wholly refuses to do it to the damage of the said John Chester five pounds — the Pltf. appears by Jonathan Ashley Esq. his Attr. and the said James tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the D. John Chester do recover against the said James three pounds four Shillings and four pence of lawful money Damages and Cost of Court taxed at one pound seven Shillings and four pence thereof &c. Exon. is. 24 March 1774.

Allis-Ashley No 31

Elizabeth Allis of Montague in the County of Hampshire yeoman Pltf. vs. Joseph Ashley of Northfield in s. County yeoman Dft.

a Deputy Sheriff under Solomon Haddard Esq. The Pltff of said County Pltf. in a plea
of Trespass on the Case for that whereas the said Eliphalet on the second day of
December Instt at said Northampton being possessed of one Barrel of Rum containing thirty one Gallons and three quarts of his own proper Barrel of Rum of
the price of five pounds and he being so possessed of the said Barrel of Rum afterwards to wit on the same second day of December aforesaid the said Barrel of
Rum Casually lost out of his possession which said Barrel of Rum coming into the
hands and possession of the said Joseph by finding same. Nevertheless the said
Joseph knowing said Barrel of Rum to be the proper Goods and Chattels
of the said Eliphalet and to him of Right to belong and contriving and intending the said Eliphalet of said Barrel of Rum subtilly to deceive & defraud
the offers request hath not yet delivered said Barrel of Rum to the said Eliphalet
at there afterwards to wit on the third day of Decemb. aforesaid said Barrel of
Rum converted and disposed to his own use & Benefit to the damage of the
said Eliphalet five pounds. the Pltf. appears by Jonathan Dobbin Esq. his Attt.
and the said Joseph tho three times publicly called to come into Court doth
not come but makes Default of appearance here. Therefore it is Considered
by the Court that the said Eliphalet do recover against the said Joseph five
pounds of lawful money Damages and Cost of Court taxed at one pound
fifteen Shillings and three pence. Exam. is. 29. March 1774.

Phillips Freeman Inr. of Boston in the County of Suffolk Merchant Pltf. vs. Isaac Marshall of Sunderland in the County of Hampshire yeoman Deft. in a plea of the Case to the said Court
said Northampton on the twenty ninth day of June D. 1771 by his note
under his hand of that date for value received promised the said Philips to
pay to him or Order the Sum of Eleven pounds Sterling Money and
four pence Lawful money in six months from the date of said note
with Interest after said six months til paid, and also for that the said Isaac at said Northampton on the thirtieth day of July aforesaid in Consideration that the said Philips had before that time sold and delivered
unto the said Isaac divers Goods, Wares and Merchandizes agreable to
the Act to the Writ annexed undertook and to the said Philips then
there faithfully promised that he the said Isaac would pay and well
& truly pay unto the said Philips so much money as the Goods & ware aforesaid
at the time of the sale and delivery thereof were reasonably worth
whenever afterwards he the said Isaac should be thereunto requested
and the said Philips avers that the said Goods were at the time of the sale and
delivery thereof to the said Isaac were reasonably worth two pounds eight Shillings
and ten pence at Northampton aforesaid of which the said Isaac from the said
Philips had then and there notice yet the said Isaac the often requested has
not performed his promises made as aforesaid nor either of them but wholly refuses and neglects to do it to the damage of the said Philips fifteen pounds.
the Pltf. appears by William Billings Esq his Attt. and the said Isaac the
three times publicly called to come into Court doth not come but makes
Default of appearance here. Therefore it is Considered by the Court that the
said Philips do recover against the said Isaac fifteen pounds fourteen Shillings and three pence of lawful money Damages and Cost of Court taxed at
two pounds fifteen Shillings and eight pence thereof. Exam. is. 1st March 1774.

Josiah Williams Inr. of Hatfield in the County of Hampshire Gent. Pltf. vs. Timothy Perkins of Deerfield in said County yeoman Deft.
in a plea of the Case for that the said Timothy at said Hatfield on the twenty
first day of April A.D. 1773 by his note of that date for value received promised

Williams vs Perkins No 33

the said Israel to pay to him Eight pounds fourteen Shillings & four pence two farthings on demand with the Interest therefor till paid, yet the said Timothy tho often requested has not paid said sum but wholly refuses and neglects to do it to the damage of the said Israel five pounds. the Plt. appears by William Billings Esq. his Attr. and the said Timothy tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Israel do recover against the said Timothy four pounds fourteen Shillings and Eleven pence two farthings & lawful money Damages & Cost of Court taxed at one pound nine Shillings & two pence. — and thereof he may have his Execn. Execn. is? 24th March 1774. —

Israel Williams Jr. of Hatfield in the County of Hampshire

Divers vs Timothy Perkins of said Hatfield in said County yeoman Deft. in plea of the Case for that the said Timothy at said Hatfield on the last day of Sept. last past in Consideration that the said Israel had before that time sold & delivered unto him the said Timothy divers Goods Wares & Merchandizes vendable to the Amount of the Writ promised the said Israel to pay to him so much money as the said Goods &c were reasonably worth at the time of the sale and delivery thereof with the Lawful Interest of the same money after six months till paid whenever afterwards he the said Timothy should be thereunto requested and the said Israel says that the Goods aforesaid at the time of the sale and delivery thereof to the said Timothy were reasonably worth three pounds fifteen Shillings and two pence to wit at Hatfield aforesaid from which the said Timothy from the said Israel had then and there notice yet the said Timothy tho often requested has not paid said Sum nor the Interest thereof but wholly refuses and neglects to do it to the damage of the said Israel five pounds. the Plt. appears by William Billings Esq. his Attr. and the said Timothy tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Israel do recover against the said Timothy four pounds and two Shillings of lawful money Damages and Cost of Court taxed at Seventeen Shillings and two pence and thereof he may have his Execn. Execn. is? 24th March 1774. —

Dumbs vs Smith No 35

Thomas Dumbs of Shutesbury in the County of Hampshire yeoman Plt. vs. Stephen Smith of Conway in said County yeoman Deft. in plea of the Case for that the said Stephen at Shutesbury on the thirtieth day of June A.D. 1773 by his Note for value received promised the said Thomas to pay to him the Sum of three pounds four Shillings and seven pence at or before the first day of Decemb. then next with Interest till paid. yet the said Stephen tho often requested has not paid said Sum but neglects to do it to the damage of the said Thomas four pounds the Plt. appears by William Billings Esq. his Attr. and the said Stephen tho three times publickly called to come into Court doth not come but makes Default of appearance here. — Therefore it is Considered by the Court that the said Thomas do recover against the said Stephen three pounds seven Shillings & three pence of lawful money Damages & Cost of Court taxed at One pound ten Shillings and eight pence and thereof &c. Execn. is? 24th March 1774

Williams vs Loring No 36

Israel Williams Jr. of Hatfield in the County of Hampshire Gent. Plt. vs. Jonas Loring of Deerfield in said County

Carpenter Deft. in a plea of the Case for that the said Jonas at Hatfield aforesaid on the sixth day of August Dr 1772 by his Note of that date for value received promised the said Israel to pay to him fifteen pounds ten Shillings & four pence on demand with Interest thereof till paid. yet the said Jonas tho often requested has not paid said Sum but neglects to do it to the damage of the said Israel twenty pounds. the Plt. appears by William Billings Esq. his Att. and the said Jonas tho three times publickly called to come in to Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Israel do recover against the said Jonas fourteen pounds & two pence of lawful money Damages & Cost of Court taxed at one pound Eight Shillings & three d. Exon. is. March 24.1774.

Thomas Converse of Hartford in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Daniel Baker Jnr. of Montague in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Daniel at said Northampton on the twenty eighth day of July Dr 1772 by his Note of that date for value received promised the said Thomas to pay to him or Order three pounds thirteen Shillings and four pence in good merchantable Boards or Shingles at Cashprice within three months from the date with Interest for any delay concerning Interest after said three months till paid. yet the said Daniel tho often requested has not paid said Sum in money nor the value thereof in Good new Shingles tho the said Thomas was always ready at Northampton aforesaid to receive said Boards or Shingles nor has the said Daniel Satisfied said Sum in any way to the said Thomas but neglects to do it to the damage of the said Thomas five pounds. the Plt. appears by William Billings Esq. his Att. and the said Daniel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Thomas do recover against the said Daniel three pounds nineteen Shillings and seven pence of lawful money Damages and Cost of Court taxed at two pounds seven pence and thereof he may have his Exon. Exon. is. 24th March 1774

Converse vs Baker No. 97

Joshua Gofs of Montague in the County of Hampshire yeoman Plt. vs. Elias Farr of a place called Number five in said County yeoman Deft. in a plea of the Case for that the said Elias at said Northampton on the twenty third day of December Dr 1772 by his Note of that date for value received promised one Jonathan Green to pay to him or Order five pounds on or before the first day of May then next ensuing the date of said Note with Int. till paid and afterwards to wit on the second day of said May at Northampton aforesaid the said Jonathan by his Indorsement upon the back of the same Note Ordered & appointed the Contents of the same Note then wholly due and unpaid to be paid to the said Joshua for value received by reason of which said premises he the said Elias became liable to pay the Contents of the same Note to the said Joshua agreable to the tenor thereof and being so liable in Consideration thereof he the said Elias at said Northampton on the same last mentioned day of May promised said Joshua to pay to him the same Contents when he should be thereto required. yet the said Elias tho often required has not paid said Sum but neglects to do it to the damage of the said Joshua six pounds. the Plt appears by William Billings Esq his Att. and the said Elias tho three times publickly called to come into Court doth

Gofs vs Farr No. 98

Goss. vs Farr No 38 } not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Joshua do recover against the said Elias five pounds seven and four pence of lawful money Damages & Cost of Court taxed at One pound thirteen Shillings and two pence & that he may have his Execut. ..... Execut. is.d 21st March 1774. —

Williams vs Brewster No 39 } Oliver Williams of Sunderland in the County of Hampshire Cordwainer Pltf. vs. Lott Brewster late of s.d Sunderland Physician Deft. in a plea of the Case for that the said Lott at s.d Sunderland on the twentieth day of August Dr 1772 by his note under his hand of that date for value recived promised the said Oliver to pay to him fourteen pounds ten Shillings Lawful money on Demand with Interest till paid yet the said Lott tho often requested has not paid said Sum nor any penny thereof but wholly refuses and neglects to do it to the damage of the s.d Oliver Seventeen pounds. the Pltf. appears by William Billings Esq his Attr. and moves that this Action may be continued the Deft being out of the Province at the time of the service of the Writ & now is and it is Considered that the said Parties have a day untill the third Tuesday of May next following & second Tuesday of March aforesaid.

Allen & Hosmer vs Brunson No 40 } Messrs Allen & Hosmer (naming Alexander Allen and James Hosmer) both of Hartford and Windsor in the County of Hartford and Colony of Connecticut merchants Pltfs vs. Joseph Brunson of Conway in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Joseph at Springfield in s.d County of Hampshire on the twentieth day of October Dr 66 by his Note of that date for value recived promised the said Messrs Allen & Hosmer to pay to them the Sum of eight pounds fifteen Shillings Lawful money with in two months after the date or the value of said Sum in good & merchantable refined Iron at thirty Shillings pr hundred with Lawful interest after said two months till paid. yet the said Joseph this often requested has not paid said Sum in money nor the value thereof in said Iron the said Allen and Hosmer were always ready at Springfield aforesaid to recive the same nor has the s.d Joseph in any way Satisfied s.d Sum to said Allen & Hosmer but denies to do it to the damage of the said Allen & Hosmer fourteen pounds. the Pltfs appear by William Billings Esq his Attr and the s.d Joseph tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Allen & Hosmer do recover against the said Joseph five pounds nineteen Shillings & four pence of Lawful money Damages and Cost of Court taxed at one pound ten Shillings and ten pence & thereof &c. Execut. is.d 24th March 1774.

Parsons vs Cundom No 41 } Chatwell Parsons of Conway in the County of Hampshire yeoman Pltf. vs. Joseph Brunson of s.d Conway yeoman Deft. in a plea of the Case for that the said Joseph at s.d Conway on the Eleventh Day of May Dr 1773 by his note of that date for value recived promised the said Chatwell to pay to him the Sum of Six pounds five Shillings and Six pence Lawful money the fourteenth day of August then next with the Lawful Interest of the same Sum till paid. yet the said Joseph tho often requested has not paid said Sum nor

any penny thereof but neglects to do it to the damage of the said Chatwell
seven pounds. the Plt. appears by William Billings Esq. his Attr. and the
said Joseph tho three times publickly called to come into Court doth not come
but makes default of appearance here. Therefore it is Considered by the Court
that the said Chatwell do recover against the said Joseph Six pounds Eleven
Shillings and ten pence of lawful money Damages and Cost of Court taxed
at one pound ten Shillings and ten pence & therefor &c. Execn. is. 24th March 1774.

William Billings of Sunderland in the County of Hampshire Esq. Plt. vs. Aaron Haw of Conway in s. County Blacksmith Deft. in a plea of the Case for that the said Aaron at said Sunderland on the twenty fourth day of December D 1773 by his Note of that date for value received promised the said William to pay him or Order Six pounds one Shilling and Six pence on demand with Interest till paid. yet the s. Aaron tho of requested has not paid said Sum nor any penny thereof but wholly refuses and neglects to do it to the damage of the said William Seven pounds. the Plt. appears in his own proper person and the s. Aaron tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said William do recover against the said Aaron Six pounds three Shillings of lawful money Damages & Cost of Court taxed at One pound nine Shillings and ten pence.

and now the said Aaron by Samuel Barnard Gent. his Attr. comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judiature to be holden at Northampton within and the County of Hampshire and for the Counties of Hampshire & Berkshire on the last Tuesday of April next and he recognizes with Sureties, as the law directs for the said Aaron's prosecuting his s. appeal with effect as by the recognizance on file appears.

Billings vs Haw No. 42

John Wood of Colrain in the County of Hampshire Trader Plt. vs. Balis Denio of Greenfield in said County yeoman Deft. in a plea of the Case for that the said Balis at Northampton aforesaid on the eleventh day of August D 1772 by his note of that date for value received promised the s. John to pay him one hundred four pounds and fifteen Shillings on demand with lawful Interest for the same until paid yet the said Balis tho often thereto requested hath never paid the Contents of said note nor any part thereof but he unjustly neglects and wholly refuses to pay it to the damage of the said John One hundred and fifty pounds. the Plt. appears by Samuel Field Gent his Attr. and the said Balis tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Balis One hundred & fourteen pounds Sixteen Shillings and one penny of lawful money Damages and Cost of Court taxed at One pound fourteen Shillings and nine pence & therefor &c. Execn. is. 18th April 1774.

Wood as Denio No. 43

Levi Shepard and Ebenezer Hunt both of Northampton in the County of Hampshire Apothecaries Plt. vs. Zachariah Gowers of Greenfield in said County Physician Deft. in a plea of the Case for that the said Zachariah at said Northampton on the Sixteenth day of June D 1773 by his note of that date for value received promised the said Shepard and Hunt to pay them the sum of forty Shillings lawful money on demand with Interest after six months from the date of s. Note. And also for that the said Zachariah at said Northampton on the last day of June, last

Shepard & Hunt vs Gowers No. 44

Shepard & Conwell vs No. 1.1

last past was Justly Indebted to the said Shepard & Hunt in the Sum of four Shillings & Six pence on Acct. for divers Goods Ware & Merchandize at the Special Instance and request of him the said Zachariah by them the said Shepard and Hunt before that time therein sold delivered according to the Acct annexed to the Writ and the s.d Zachariah then & there in Consideration thereof assumed on himself and to the said Shepard and Hunt faithfully promised to pay them the same on demand yet the said Zachariah tho often requested hath never paid the Contents of the Note aforesaid nor the last mentioned Sum of four Shillings and six pence nor any part of either of them but he unjustly neglects to do it to the damage of the said Shepard & Hunt three pounds. the Pltf. appears by Samuel Field Gent. their Attr. and the said Zachariah tho three publicly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said Shepard and Hunt do recover against the said Zachariah £ (no Note) of lawful money Damages and Cost of Court taxed at Seven Shillings

Field vs Field No. 15

David Field of Deerfield in the County of Hampshire — Gent Pltf. vs. Joseph Henry of Colrain in said County yeoman Deft. in a plea of the Case for that the said Joseph at said Deerfield on the last day of December last past was Justly Indebted to the said David in the Sum of two pounds two Shillings and ten pence on Acct to ballance Book Acct according to the Account annexed to the Writ and the said Joseph then and there in Consideration thereof assumed on himself and to the said David faithfully promised to pay him the same Sum 42/10d on demand — yet the said Joseph tho often thereto requested hath never paid the same nor any part thereof but he unjustly neglects and refuses to do it to the damage of the said David three pounds. the Pltf. appears by Samuel Field Gent. his Attr. and the said Joseph tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the s.d David do recover against the said Joseph two pounds two Shillings and ten pence of lawful money & damages & Cost of Court taxed at One pound fourteen Shillings and two pence & thereof &c. Ex. is. 2 April 1772.

Divers vs Hawks No. 16

David Field of Deerfield in the County of Hampshire Gent. Pltf. vs. Nathaniel Hawks of s.d Deerfield yeoman Deft. in a plea of the Case for that the said Nathaniel at said Deerfield on the last day of September last past was Justly Indebted to the said David in the Sum of eleven pounds twelve Shillings and three pence three farthings on Acct for divers Goods Ware and Merchandizes at the Special Instance and request of the said Nathaniel by him the said David to him the said Nathaniel before that time therein sold and delivered as by a Schedule of s.d Acct to the Writ annexed may appear and the said Nathaniel being so Indebted then and there in Consideration thereof assumed on himself and to the said David faithfully promised that he would pay him the same Sum of £11:12:3:3 on demand yet the said Nathaniel tho often thereto requested hath never paid the same nor any part thereof but he unjustly neglects and wholly refuses to pay it to the damage of the said David fifteen pounds. the Pltf. appears by Samuel Field Gent. his Attr. and the said Nathaniel tho three times publicly called to come into Court doth not come but makes Default of appearance here

Therefore it is Considered by the Court that the said David do recover against the said Nathaniel Eleven pounds twelve Shillings and three pence three farthings of lawful money Damages & Cost of Court taxed at five pound ten Shillings and ten pence & therefor Execution is[sd] 2. April 1773

Samuel Green of Brookfield in the County of Worcester yeoman Plt. vs. John Briggs of Ashfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said John at Northampton aforesaid on the third day of November D 1772 by his note of that date for value received promised said Samuel to pay him or his Order Six pounds Eighteen Shillings att or before the third day of Novemb[r] then next yet said John tho often requested hath never paid the same or any part thereof but unjustly refuseth it to the damage of the said Samuel twelve pounds the Plt. appears by Samuel Barnard Gent. his att[y] and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said John Seven pounds & one [illegible] of lawful money Damages and Cost of Court taxed at one pound Sixteen Shillings and Eight pence. And now the said John by Jonathan Ashley Esq. his att[y] comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~Last~~ Tuesday of April next and he recognizes with Sureties as the Law directs for the said John's prosecuting his said Appeal with effect as by the said Recognizance on file appears.

Green vs Briggs N.o 47

Adonijah Russell of Brimfield in the County of Hampshire yeoman Plt. vs. Joseph Thomson of Brimfield aforesaid Gent. Deft. in a plea of the Case for that whereas said Joseph at Northampton aforesd. on the tenth day of may last and one Benjamin Bond now deceased by their note of that date for value received promised said Adonijah to pay him or his Order fifteen pounds ten Shillings within six months from the date of said note with Interest after three months from the date of said note till paid. yet said Joseph and Benjamin tho often requested in the life time of the said Benjamin never paid the same nor did either of them ever pay the same or any part thereof in the life time of said Benjamin but said Joseph & Benj[a] in the life time of s[d] Benj[a] always neglected and refused so to do nor hath said Joseph ever paid the same or any part thereof since the decease of said Benj[a] tho thereto requested nor on the last day of Decemb[r] last past at Northampton aforesaid but always hitherto hath and still doth unjustly refuse it to the damage of the said Adonijah twenty pounds. the Plt. appears by Samuel Barnard Gent. his att[y] and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Adonijah do recover against the said Joseph Sixteen pounds and nine pence of lawful money Damages and Cost of Court taxed at One pound Eighteen Shillings and seven pence. And now the said Joseph by Jonathan Bliss Esq. his att[y] comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire and for the Counties of

Russell vs Thomson N.o 48

Russel vs Thomson No. 48

Hampshire and Berkshire on the ~~Last~~ Sunday of April next and he Recognizes with Surties according to Law for the said Ap= -pt his prosecuting said Appeal with effect as by the said Recognizance on file appears. —

Munger vs Brown No. 49

Samuel Munger Junr. of South Brimfield in the County of Hampshire yeoman Plt. vs. Robert Brown Junr. of S. South-Brimfield yeoman Deft. is a plea of the Case for that said Robert at Northampton aforesaid on the fourth day of May last by his Note of that date for value received promised said Samuel to pay him Eleven pounds ten Shillings lawful money at or before the tenth day of Octob. then next with Interest till paid. yet said Robert tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Samuel fifteen pounds. the Plt. appears by Samuel Barnard Gent. his Attr. and the said Robert tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Samuel, the Plt. do recover against the said Robert £ no note of lawful money Damages and Cost of Court taxed at two pounds two Shillings and two pence —

Dunsmore vs Davis No. 50

John Dunsmore of Hardwick in the County of Worcester yeoman Plt. vs. Nathan Davis of Ware in the County of Hampshire yeoman Deft. in a plea of the Case for that said Nathan on the twelfth day of July last past at Northampton aforesaid by his note of that date for value received promised said John to pay him or his Order twelve pounds and Six Shillings in four months from the date of said note with Interest yet said Nathan hath not paid said Sum and Interest tho requested but refuses so to do to the damage of the said John Seventeen pounds. the Plt. appears by Samuel Barnard Gent. his Attr. and the said Nathan tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Nathan twelve pounds fifteen Shillings and Eleven pence of lawful money Damages and Cost of Court taxed at One pound fifteen Shillings and ten pence & thereof &c. Execn. is. 25th April 1774

Stow vs Bartlett No. 51

Joseph Stow of Brookfield in the County of Worcester Physician Plt. vs. Doniram Bartlet of Conway in the County of Hampshire yeoman Deft. is a plea of the Case for that said Doniram at Conway aforesaid on the twenty fifth day of Octob. A. D. 1771 by his Note of that date for value received promised said Joseph to pay him or his Order three pounds two Shillings and six pence on demand with Interest till paid yet said Doniram tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Joseph nine pounds. the Plt. appears by Samuel Barnard Gent. his Attr. and the said Doniram tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Joseph do recover against the said Doniram three pounds Eleven shillings and four pence of lawful money Damages and Cost of Court taxed at One pound fifteen Shillings and Six pence & thereof &c. Execn. is. 27th April 1774

John Williams of Deerfield in the County of Hampshire Gent. Pltf vs. Nathan Gould of Conway in said County yeoman Deft. in a plea of the case for that whereas the said Nathan at said Northampton on the last day of December last past in Consideration that the said John before that time at the special Instance and request of the said Nathan had sold and delivered to the said Nathan at said Northampton divers Goods Wares and Merchandizes of him the said John agreeing to the sd sale to the sd John made by the said Nathan at the time and fairly promised that he the said Nathan would well and truely pay to the said John so much money as such Goods Wares and Merchandizes so sold by the said Nathan by the said John were reasonably worth at the time of the Sale and delivery thereof whenever after he the said Nathan should be thereto required. and the said John doth verify that the said Goods Wares and Merchandizes so sold to the said Nathan by him the said John as above were at the time of the sale and delivery thereof reasonably worth the sum of three pounds Seventeen Shillings & five pence three farthings lawful money at Northampton aforesaid of which said Nathan afterwards the same last above mentioned at Northampton aforesaid had notice yet the said Nathan tho often requested has never paid the same or any part thereof but unjustly neglects it to the damage of the said John six pounds. the Pltf appears by Samuel Barnard Gent. his Attr and the said Nathan tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said John do recover against the said Nathan three pounds seventeen Shillings & five pence three farthings lawful money Damages and Cost of Court taxed at one pound Eleven Shillings & nine pence — and thereof he may have his Execn. . . . Execn. issd. 27th April 1774. —

Williams vs Gould No. 52

Joseph Butler of Charlemont in the County of Hampshire yeoman Pltf vs. Nathan Gould of Conway in said County yeoman Deft. in a plea of the case for that the said Nathan at said Northampton on the twentieth day of July last past by his Note of that date for value received promised the said Joseph to pay him the sum of three pounds lawful money by the first day of December then next with lawful Interest for the same till paid. yet the said Nathan tho often requested has never paid the same or any part thereof but unjustly neglects it to the damage of the said Joseph six pounds. the Pltf appears by Samuel Barnard Gent. his Attr and the said Nathan tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Joseph do recover against the said Nathan three pounds two shillings and four pence of lawful money Damages & Cost of Court taxed at one pound fifteen Shillings and Eleven pence and thereof &c Execn. issd. 27th April 1774. —

Butler vs Gunden No. 53

Moses Heaton of Charlemont in the County of Hampshire Physician Pltf vs. Ebenezer Harris late of Deerfield in said County yeoman Deft. in a plea of the case for that the said Ebenezer at said Northampton on the twentieth day of September last past by his note of that date for value received promised the said Moses to pay him or his Order the sum of three pounds fourteen Shillings and four pence lawful money on demand with lawful Interest for the said sum till paid. yet the said Ebenezer tho often requested has never paid the same or any part thereof but unjustly neglects it to the damage of the said Moses ten pounds. the Pltf appears by Samuel Barnard Gent. his Attr and the said Ebenezer tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Moses do recover against the said Ebenezer seven pounds 10s of lawful money damages and cost of Court taxed at 39/3d and thereof &c Execn. issd. 27th April 1774.

Heaton vs Harris No. 54

Bliss vs Wilde No. 55

Samuel Bliss of Greenfield in the County of Hampshire Trader Plt. vs. James Wilde late of Colrain in said County yeoman Deft. in a plea of the Case for that the said James at said Northampton on the twenty third day of June D. 1772 by his Note of that date for value recived promised the said Samuel to pay him the Sum of Eighteen pounds fifteen Shillings Lawful money on demand, yet the said James tho often requested has never paid the same or any part thereof but unjustly neglects it to the damage of the said Samuel twenty pounds. the Plt. appears by Samuel Barnard Gent. his Attl. and the said James tho three times publickly called doth not come into Court but makes default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said James ten pounds fifteen Shillings of Lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and two pence, and thereof &c. Execn. is. 27th April 1774.

Wright vs Willoughs No. 56

Moses Wright of Colebrook in the County of Litchfield and Colony of Connecticut yeoman Plt. vs. Stephen Willoughs of Southwick in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Stephen at said Northampton on the twenty third day of September last past by his Note under his hand of that date for value recived promised the said Moses to pay him Nine pounds Eleven Shillings & Six pence Lawful money on demand with Lawful Interest for the same Sum till paid yet the said Stephen tho often requested hath never paid the said Moses the same Sum but unjustly neglects it to the Damage of the said Moses Nine pounds Nineteen Shillings &c. the Plt. appears by Samuel Fowler Gent. his Attl. and the said Stephen being three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Moses do recover against the said Stephen Nine pounds Sixteen Shillings and ten pence of Lawful money Damages and Cost of Court taxed at two pounds two Shillings and four pence and thereof he may have his Execn. Execn. is. 18th April 1774.

Atwater vs Willard No. 57

John Atwater of Westfield in the County of Hampshire yeoman Plt. vs. Jonathan Willard of Southwick in S. County yeoman Deft. in a plea of the Case for that the said Jonathan at Westfield on the first day of June last past by his Note of that date for value recived promised the said John to pay him four pounds four Shillings and five pence Lawful money on demand with Lawful Interest for the same till paid. Also for that the said Jonathan at Westfield on the last day of Octob. last past being Justly Indebted to the said John in another Sum of Eight Shillings and six pence by Book &c. in Consideration thereof the said Jonathan then and there promised the said John to pay him the same Sum on demand yet the said Jonathan tho often requested hath never paid the said John the said Sums or either of them or any ways fulfilled his promises aforesaid to the damage of the said John nine pounds. the Plt. appears by Samuel Fowler Gent. his Attl. and the said Jonathan tho three times publickly called doth not come into Court but makes Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Jonathan four pounds Sixteen Shillings and five pence of Lawful money Damages & Cost of Court taxed at One pound thirteen Shillings and two pence and thereof he may have his Execn. Execn. is. 24th March 1774.

Ivers vs Munger No. 58

John Atwater of Westfield in the County of Hampshire yeoman Plt. vs. Ichiel Munger late of Southwick in said County yeoman Deft.

in a plea of the case for that the said Ichid at said Westfield on the fourth day of December current by his Note in writing of that date for value receive promised the said John to pay him four pounds and two Shillings lawful money on demand with Lawful Interest for the same where till paid. also for that the said Ichid at said Westfield on the same fourth day of December inst. by his other Note of the date last aforesaid for value receive promised the said John to pay him another sum of three pounds and ten Shillings lawful money on demand with lawful interest for the same sum till paid. Also for that the said Ichid at said Westfield on same fourth day of December being justly indebted to the said John in another sum of twenty Shillings and one penny for so much money before that time had and received to the use of the said John he the said Ichid then and there in Consideration thereof promised the said John to pay him the same sum on demand. yet the said Ichid tho often requested hath never paid the said John the aforesaid sums or either of them or any ways fulfilled his said promises to the said John but unjustly neglects so to do to the damage of the said John Nine pounds nineteen Shillings. the Plt. appears by Samuel Fowler Gent. his Attr. and the said Ichid tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said John do recover against the said Ichid eight pounds twenty Shillings and eight pence of lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and four pence and thereof he may have his Exon. Exon. is. 24th March 1794.

John Bois Jr. late of Blanford in the County of Hampshire yeoman Plt. vs. Bezaleel Smith of Springfield in said County yeoman Deft. in a plea of the case for that the said Bezaleel at said Springfield on the twenty fifth day of June A.D. 1792 by his Note under his hand of that date for value received promised the said John to pay him or order nine pounds lawful money by the twenty ninth day of May then next with Interest till paid. yet the said Bezaleel tho often requested and to the time of payment hath long since passed hath never paid the said John the same but unjustly neglects it to the damage of the said John nine pounds nineteen Shillings. the Plt. appears by Samuel Fowler Gent. his Attr. and the said Bezaleel tho three times publickly called to come into Court doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said John do recover against the said Bezaleel Nine pounds ten Shillings and three pence of lawful money Damages and Cost of Court taxed at One pound seventeen Shillings and thereof he may have his Exon. Exon. is. 24th March 1794.

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt. vs. David Dewey late of South Hampton in said County yeoman Deft. in a plea of the Case for that the said David at said Westfield on the twenty seventh day of November A.D. 1792 by his Note of that date for value then received promised the said Bildad to pay and deliver to him four pounds fifteen Shillings and eight pence half penny's worth of good merchantable wooden Bowls by the first day of May then next ensuing till paid and the said Bildad says he has been always ready to receive the said Bowls according to the said Note. Also for that the said David at said Westfield on the fourteenth day of December A.D. 1792 by his other Note under his hand of that date for value received promised the said Bildad to pay him another sum of thirty Shillings and one penny on demand with Interest till paid. yet the said

Fowler vs Dewey No 60

Fowler vs Dwight No. 60

said David tho often requested hath never fulfilled his said promises or either of them to said Bildad but unjustly neglects so to do to the damage of the said Bildad Eight pounds the Pltf. appears by Samuel Fowler Gent. his Attr. and the said David tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Bildad do recover against the said David Six pounds Sixteen Shillings and four pence of lawful money Damages and Cost of Court taxed at One pound Eleven Shillings & four pence & thereof &c. Exon. is. 24th March 1774

Sloper vs Williams No. 61

Samuel Sloper of Blanford in the County of Hampshire yeoman Pltf. vs. William Williams late of Granville in said County yeoman Deft. in a plea of the Case for that the D. William at said Northampton on the twentieth day of November A.D. 1772 by his Note of that date for value recvd promised the said Samuel to pay him or his Order four pounds lawful money by the first day of May then next with lawful Interest for the same till paid. yet the said William tho often requested hath never paid the same but unjustly neglects it to the damage of the said Samuel Eight pounds. the Pltf. appears by Samuel Fowler Gent. his Attr. and the said William tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said William four pounds Six Shillings and four pence of lawful money Damages and Cost of Court taxed at One pound Seventeen Shillings & thereof &c. Exon. is. 24th March 1774

King & Lambert vs Williams No. 62

Bohan King of Westfield in the County of Hampshire Hatter Pltf. vs. William Williams late of Granville in D. County yeoman Deft. in a plea of the Case for that the said William at D. Westfield on the third day of August A.D. 1772 by his Note under his hand of that date for value recvd promised the said Bohan to pay him or Order two pounds four Shillings and Six pence on demand with Interest for the same till paid. yet the said William tho often requested hath never paid the said Bohan the D. Sum or any penny thereof but unjustly neglects it to the Damage of the said Bohan five pounds. the Pltf. appears by Samuel Fowler Gent. his Attr. and the said William tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Bohan do recover against the D. William two pounds Eight Shillings and ten pence of lawful money Damages and Cost of Court taxed at One pound Fourteen Shillings and thereof he may have his Exon. Exon. is. 24th March 1774.

Pynchon & al vs Hopkins No. 63

Charles Pynchon Physician Joseph Lothrop Esq. and Elizabeth Dwight Gentlewoman all of Springfield in the County of Hampshire and Guardians to the Children of Josiah Dwight late of said Springfield Esqr. deceas'd Pltfs. vs. Timothy Hopkins of D. Springfield Gent. Deft. in a plea of the Case for that the said Timothy at D. Springfield on the seventh day of August A.D. 1772 by his Note of that date for value recvd promised the D. Charles, Joseph & Elizabeth to pay them (in D. Capacity) or Order Six pounds Sixteen Shillings and ten pence Lawful money on demand with Lawful Interest for the same till paid. yet the said Timothy tho often requested hath never paid the Pltfs the same or any

penny thereof but unjustly neglects and refuses so to do to the damage of the said Charles Forsyth and Elizabeth ten pounds. the Pltf appear by Samuel Fowler Gent. his Attr. and the said Timothy the third time publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Charles Forsyth and Elizabeth do recover against the said Timothy seven pounds ten Shillings of lawful money Damages and Cost of Court taxed at one pound eleven Shillings and ten pence & thereof &c. Exon. is. 24th of March 1774.

Titus Bigelow of Westfield in the County of Hamps- } Bigelow
shire yeoman Pltf. vs. Libbeus Ball of Granville in said County yeoman } vs
Deft. in a plea of the Case for that the said Libbeus at said Westfield on } Ball
the twenty second day of October A.D. 1772 by his Note of that date for value } No. 64
received promised the said Titus to pay him or his Order ten pounds Lawful
Silver money within twelve months from the date of said Note & if not
said within said time then lawful Interest from the date of said Note till
paid. yet the said Libbeus tho often requested hath never paid the said
Interest or any penny thereof but hitherto hath and still doth unjustly neglect to pay him to the damage of the said Titus twenty pounds. the Pltf. appears by Samuel Fowler Gent. his Attr. and the said Libbeus tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Titus do recover against the said Libbeus ten pounds Sixteen Shillings and eight pence of lawful money Damages and Cost of Court taxed at One pound 15/3d. and thereof &c. Exon. is. 24th March 1774.

Reuben Stockwell late of Enfield in the County of } Stockwell
Hampshire yeoman Pltf. vs. Samuel Wright late of Southampton in said } vs
County yeoman Deft. in a plea of the Case for that the said Samuel late } Wright
said Northampton on the Sixteenth day of March last past by his } No. 65
note of that date for value then received promised the said Reuben to
pay him three pounds fifteen Shillings and four pence lawful money
with of good merchantable Rum at the Market price to be delivered
at Dupihard Landing in Enfield at or before the first day of June then
next ensuing the date of said Note and the said Reuben in fact saith he
has been always ready at the said place to receive the said Rum according
to said note. yet the said Samuel tho often requested and tho the time of pay-
ment hath long since elapsed hath never delivered said Rum according to
said promise or any ways satisfied said Reuben said Rum but unjustly neglects
and refuses to do it to the damage of the said Reuben to the Pltf.
appears by Samuel Fowler Gent. his Attr. and the said Samuel Wright tho three
times publickly called to come into Court doth not come but makes
default of appearance here. Therefore it is considered by the Court that the
said Reuben do recover against the said Samuel three pounds, Eighteen
Shillings and ten pence of lawful money Damages & Cost of Court taxed
at One pound fifteen Shillings and two pence & thereof &c. Exon. is. 24th March 1774.

Elisha Parks of Westfield in the County of Hampshire } Parks
Gent. Pltf. vs. James Phillips of Springfield in said County yeoman Deft. in a plea } vs
of the Case for that the said James at said Westfield on the twenty second day } Phillips
of July A.D. 1771 by his Note of that date for value then received promised the } No. 66
said Elisha to pay him or Order Seventeen pounds three Shillings & two
pence Lawful money on demand with Lawful Interest for the same
till paid, yet the said James tho often requested hath never paid the said
Elisha the same or any penny thereof but hitherto hath and still doth
unjustly neglect it to the damage of the said Elisha thirty pounds. the Pltf

Parks vs Phillips No 66

Plt. appears by Samuel Fowler Gent. his att.y and the said James three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the.s Elisha do recover against the said James Nineteen pounds Seventeen Shillings and Seven pence of Lawful money Damages & Cost of Court taxed at one pound thirteen Shillings and two pence & thereof &c. Exon. is? 4th March 1774

Atwater vs Williams No 67

John Atwater of Westfield in the County of Hampshire yeoman Plt. vs. Elias Williams late of Southwick in said County now of Granville in said County yeoman Deft. in a plea of the Case for that the said Elias at said Westfield on the sixth day of March last past by his note under his hand of that date for value received promised the said John to pay him twenty pounds fifteen Shillings and nine pence on demand with lawful Interest for the same till paid. also for that the said Elias at said Westfield on the last day of December last past in Consideration that the said John had before that time at the request of said Elias sold & delivered to him sundry Goods Wares & merchandizes by the said Elias then and there promised the said John to pay him so much money on demand as the same was reasonably worth at the time of sale and delivery ~~was worth~~ and the said John says the same Goods at said time of sale and delivery were worth the sum of fourteen pounds thirteen Shillings & two pence of which he gave said Elias Notice then the same day. yet said Elias tho often requested hath never paid said John but twenty Eight Shillings & ten pence part of the last Sum aforesaid, or any ways fulfilled or performed his said promises or either of them but unjustly neglects it to the damage of the said John forty pounds. the Plt. appears by Samuel Fowler Gent. his att.y and the said Elias tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Elias twenty three pounds Eighteen Shillings and five pence of Lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and thereof he may have Exon. Exon. is? 24th March 1774

Fowler vs Loomis No 68

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt. vs James Loomis of Lanesborough in the County of Berkshire yeoman Deft. In a plea of the Case for that whereas the said James on the Eleventh day of July now last past at the Northampton (then being a person using commerce by the Northampton) made his certain Bill of Exchange in writing with his hand Subscribed of that date and the same Bill of Exchange to one John Phelps directed by which said Bill of Exchange the said James Loomis required the said John Phelps to pay to the said Bildad the sum of four pounds one Shilling and Eleven pence on demand for value received. and the said Bildad afterwards to wit on the same Eleventh day of July at Westfield aforesaid shewed to the said John Phelps the Bill aforesaid and then and there required him to accept the said Bill which the said John Phelps would not accept the said Bill but to accept it or the said four pounds one Shilling & Eleven pence in the same Bill mentioned ever to pay then and there to the said of which premises the said James afterwards to wit on the first day of August now last past at said Westfield had Notice by reason of which same

promises he the said James according to the Custom of Merchants became Chargable to pay to the P. Bildad the said four pounds one Shilling & Eleven pence in said Bill mentioned and the said James so being Chargable afterwards to wit on the same day and year last aboves.d at Westfield aforesaid in Consideration thereof promised the said Bildad to pay him the same sum on demand. and also for that the said James at said Westfield afterwards to wit on the Eleventh day of July was Justly Indebted to the said Bildad in one other sum of four pounds one Shilling & Eleven pence for so much money by him the said James before that time then had and received for the use of the said Bildad and being so Indebted the said James then and there in Consideration thereof promised the said Bildad to pay him the same last mentioned sum on demand yet the said James tho often thereto requested hath never paid the said several sums or either of them or any part thereof but the said Bildad always hitherto hath neglected & refused and still doth unjustly neglect & refuse to fulfill his said several promises or either of them to the damage of the said Bildad six pounds. the Plt. appears by Moses Phelps Esq. his Att.y and the said James by John Phelps Gent.t his Att.y and move that this Action may be continued Therefore it is Considered that the said parties have a day before the Lord the King here until the third Tuesday of May next following said second Tuesday of March aforesaid.

Ebenezer Boltwood of Amherst in the County of Hampshire Gent. Plt. vs. Joseph Catlin of Conway in s.d County yeoman Deft. in a plea of the Case for that the said Joseph at said Amherst on the twenty third day of April A.D 1773 by his Note of value recieved promised one Aaron Hawley to pay him or his Order the sum of three pounds lawful money on Demand with lawful Interest for the same until paid & afterwards to wit on the thirtieth day of Novem.r last past the s.d Aaron by his Indorsement in writing on the same Note Ordered the Contents of the same Note then wholly due & unpaid to be paid to the s.d Ebenezer for value recieved whereof the said Joseph then & there had notice and so became Chargable in Law to pay the same Contents to said Ebenezer according to the tenor of the same Note and of s.d Indorsement thereon, and then and there in Consideration thereof promised the said Ebenezer to pay him the same accordingly, yet said Joseph tho often requested hath never paid the same or any part thereof but refuses it to the damage of the said Ebenezer his pl.ts vs. the Plt. appears by Simeon Strong Esq. his Att.y and the said Joseph tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Ebenezer do recover against the said Joseph three pounds three Shillings and two pence of lawful money Damages & Cost of Court taxed at One pound eight Shillings and three pence and thereof &c. Cont.r is. 24th March 1774

Boltwood vs Catlin No 69

Upridert Rosebroom of Albany in the County of Albany and Province of New York Merchant, Plt. vs. Eli Wait of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Eli at Albany to wit in Northampton aforesaid on the twenty eighth day of December A.D 1771 by his note of that date for value recieved promised the said Upridert to pay him Eighteen pounds of money of New York Currency (which said Upridert says is in value Equal to thirteen pounds ten Shillings lawful money of the Province of the Massachusetts Bay in New England) within one month from the date of the same Note and the Interest thereof at the rate of seven pr Cent untill paid, yet the said Eli tho often requested hath never performed his said promise but neglects it &

Rosebroom vs Wait No 70

Rosebeam vs Wait No. 70 — to the damage of the said Mydert Swerdtfeger pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Seth tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Mydert do recover against the said Seth fifteen pounds Eleven Shillings and seven pence two farthings of Lawful money Damages & Cost of Court taxed at two pounds ten Shillings & three pence. Exon. dd. 24th March 1774

Baker vs Adams No. 71 — Elijah Baker of Amherst in the County of Hampshire yeoman Plt. vs. John Adams of Amherst yeoman Deft. in a plea of the Case for that said John at said Amherst on the twenty ninth day of April A.D. 1773 by his note for value received promised said Elijah to pay him fourteen pounds Eighteen Shillings & six pence Lawful money on demand with Lawful Interest for the same until paid. yet the said John tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said Elijah twenty two pounds the Plt. appears by Simeon Strong Esq. his Attr. and the said John tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Elijah do recover against the said John fourteen pounds fourteen Shillings and seven pence Damages and Cost of Court taxed at one pound nine Shillings and two pence and thereof &c. Exon. dd. 24th March 1774.

Cook Jnr. vs Walker No. 74 — James Cook Jnr. of New Salem in the County of Hampshire yeoman Plt. vs. Lewi Walker of said New Salem yeoman Deft. in a plea of the Case for that said Lewi at said New Salem on the twentieth day of October A.D. 1773 by his Note for value received promised said James to pay him or his order five pounds & five Shillings Lawful money on demand yet said Lewi tho often requested hath never performed his said promise but neglects it to the damage of the said James eight pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Lewi tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said James do recover against the said Lewi five pounds and five Shillings of Lawful money Damages and Cost of Court taxed at one pound fourteen Shillings & seven pence and thereof he may have his Exon. Exon. dd. 24th March 1774

Isham vs Wright No. 75 — James Cook Jnr. of New Salem in the County of Hampshire yeoman Plt. vs. James Wright late of Pelham in said County yeoman Deft. in a plea of the Case for that said Wright at said Northampton on the twenty ninth day of April last past by his note for value received promised the said Cook to pay him or his Order thirteen pounds Lawful money by the first day of October then next with Lawful Interest for the same till paid, yet said Wright tho often requested hath never performed his said promise but neglects it to the damage of the said Cook fifteen pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Wright tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Cook do recover against the said Wright thirteen pounds thirteen Shillings and seven pence Lawful money Damages & Cost taxed at one pound 13/7 & thereof &c. Ex. dd. 24th March 1774

Chandler vs Oliver No. 76 — Gardiner Chandler of Hardwick in the County of Worcester Trader & C. vs. Alexander Oliver of Conway in the

County of Hampshire yeoman Deft. in a plea wherein the said Gardiner demands against the said Alexander a certain Tract of Land in said Conway with the appurtenances containing one hundred and fifty acres being the Westerly half of the Lots No. ninety nine and No. one hundred in the fifth Range or Tier of Lots from the West side of said Conway and is bounded Southerly on Land mortgaged to David Burt Esqr on Land of James Oliver northerly on Land recorded to Noah Baker and West on the fourth Range of Lots in said Conway, and whereon the said Gardiner says that the said Alexander in a time of peace in the Reign of our Lord the King that now is to wit on the twenty sixth day of October 1772 being seized of the Demanded premises in his demesne as of fee and Right by his Deed of Mortgage of that date duly Acknowledged & Registered in Court to be produced granted Bargained sold and conveyed the same to the said Gardiner to have & to hold to him and his Heirs forever in fee with condition annexed to be void if said Alexander his Heirs Executors or Administrators shall well & truely pay to said Gardiner his Administrators or Executors all such sum or sums of money as should become due to said Gardiner by virtue of one certain Bond under hand and Seal of the said Alexander to Gardiner of even date with the same Deed for the sum of three hundred and twenty pounds lawful money conditioned for the payment of one hundred and fifty six pounds nineteen Shillings and two pence lawful money with lawful Interest for the same on or before the first day of April then next ensuing the time in the same Bond mentioned & limited, by means whereof by means whereof the said Gardiner became lawfully seized of the said Demanded premises in his Demesne as of fee & right to wit in the Reign of our Lord the King that now is in a time of peace and did accordingly take the profits thereof to the value of twenty Shillings lawful money by the year; and said Gardiner further says in fact that said Alexander has never performed the Condition of the same Deed and that therefore he the said Gardiner ought to be in possession of the premises, yet the said Alexander has since unjustly and without Judgment entered into the same and still unjustly deforceth him and holds him out to the damage of the said Gardiner two hundred pounds. the Plt. appears by Simeon Strong Esq. his Attr and the said Alexander tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Gardiner do recover Seisin and Possession of the Demanded premises and he may have his Execution for the same (unless the said Alexander shall within two months pay to the said Gardiner the sum of one hundred and twenty pounds ten Shillings and eight pence adjudged to be due in Equity upon the said Bond) and for Costs taxed at one pound fourteen Shillings and one penny

---

David Russell of Greenwich in the County of Hampshire yeoman Pltf. vs. Elias Stone of Dorchester in said County yeoman Deft. in a plea of the Case for that the said Elias and one Simon Lyon on the sixth day of November last past at said Northampton by their joint note under their hands for value received promised said David Russell duly & severally to pay him or his Order the sum of twelve pounds Lawful money on demand with Lawful Interest for the same until paid yet the said Elias and Simon tho often required have never performed said promise nor hath either of them ever paid the same or any part thereof to

Russell vs Stone No 177

Russell vs Stone No. 77

but neglects it to the damage of the said David fifteen pounds. the Plt appears by Simeon Strong Esq. his Attr. and the said Elias tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said David do recover against the said Elias twelve pounds five shillings and two pence of lawful money Damages & Cost of Court taxed at One pound Eleven Shillings and ten pence & thereof &c. Execn. is. 19th March 1774

Hunter & Eustern No. 78

William Hunter of Pelham in the County of Hampshire yeoman Plt. vs. Elias Stone of Deerfield in said County yeoman Deft. in a plea of the Case for that said Elias at said Pelham on the thirteenth day of April Ao 1773 by his note for value recvd promised said William to pay him thirteen pounds six shillings and eight pence lawful money Damages on or before the thirteenth day of October then next with lawful Interest for the same until paid; yet said Elias tho often requested hath never paid the same or any part thereof but neglects it to the damage of the said William fifteen pounds. the Plt appears by Simeon Strong Esq. his Attr. and the said Elias tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said William do recover against the said Elias fourteen pounds one Shilling and five pence of lawful money Damages & Cost of Court taxed at one pound ten Shillings and four pence & thereof &c. Execn. is. 24th March 1774

Brush vs Day No. 80

George Brush of Springfield in the County of Hampshire Gent. Plt. vs. Luke Day Junr of S. Springfield yeoman Deft. in a plea of the Case for that said Luke at said Springfield on the fifth day of April A.D. 1771 by his note of that date for value then recvd promised the Plt. to pay him three pounds fourteen Shillings & eleven pence half penny on Demand with the use meaning Interest till paid. Also for that whereas at said Springfield on the last day of September last past the said George had before that time at the special Instance & request of said Luke sold & delivered to said Luke divers Goods Wares & Merchandize of said George in Consideration thereof said Luke then and there promised the Plt. to pay him therefor so much money as the same Goods so sold & delivered to said Luke were reasonably worth at the time of the Sale and delivery thereof on demand and the said George in fact saith that the same Goods & Wares at the time of the sale and delivery thereof reasonably worth the sum of nine pounds one Shilling of which the said Luke then aforesaid day had Notice from said George yet said Luke tho often thereto requested hath never paid either of said sums to the Plt. but unjustly neglects it to the damage of the said George nine pounds. the Plt. appears by Elisha Ely Gent. his Attr. and the said Luke tho three times publickly called to come into Court doth not come but makes Default of appearance here — Therefore it is Considered by the Court that the said George do recover against the said Luke seven pounds fifteen Shillings & eleven pence two farthings of lawful money Damages and Cost of Court taxed at one pound thirteen Shillings and ten pence and thereof &c. Execn. is. 25th April 1774 —

Day vs Day No. 81

Benjamin Day Junr of Springfield in the County of Hampshire yeot. Plt. vs. Luke Day Junr of S. Springfield yeoman Deft. in a plea of the Case for that whereas at said Springfield on the last day of September last past the said Benja had before that time at the special Instance & request of said Luke sold and delivered to said Luke divers Goods Wares & Merchandize of him the said Benja in Consideration thereof said Luke then and —

there promised said Benjamin to pay him therefor so much money as the same Goods & were reasonably worth at the time of the sale and delivery thereof on demand and the said Benja in fact saith that the same Goods sold to said and delivered to said Lake were at the time of the sale & delivery thereof reasonably worth the sum of Seven pounds fourteen Shillings of which the said Lake there afterwards the same day had notice from the said Benja yet said Lake tho often requested hath never paid said Sum to the Plt. but unjustly neglects it to the damage of the said Benja Eight pounds. the Plt. appears by Curtis Ely Gent. his Att. and the said Lake tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered that the said Benja do recover against the said Lake Seven pounds fourteen Shillings of lawful money Damages and Cost of Court taxed at One pound 13/10. & thereof &c. Exon. is. 24th March 1774.

Roger Cooley of Springfield in the County of Hampshire yeoman Plt. vs. Lake Day late of said Springfield yeoman Deft. in a plea of the case for that the said Lake at said Springfield on the second day of December A.D. 1771 by his Note of that date for value there received promised the said Roger to pay him or Order Eleven pounds by the first day of May then next with Interest after two months from the date of said Note, which time of payment is long since past yet said Lake tho often thereto requested hath never paid said Sum or Interest or any penny thereof to the Plt. but unjustly neglects it to the damage of the said Roger thirteen pounds. the Plt. appears by Curtis Ely Gent. his Att. and the said Lake tho three times publicly called to come into Court doth not come but makes Default of appearance here. — Therefore it is Considered by the Court that the said Roger do recover against the said Lake Eleven pounds one Shilling & two pence of lawful money Damages & Cost of Court taxed at One pound thirteen Shillings and Seven pence. and thereof he may have his Exon. Exon. is. 22d March 1774. Cooley vs Day No. 82

Benjamin Jones of Sullam in the County of Cumberland and Province of New York yeoman Plt. vs. Caleb Day of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Caleb at said Springfield on the twenty ninth day of July A.D. 1769 by his Note of that date for value there received promised the Plt. by the name of Benja Jones Esq. to pay him or his Order the Sum of fifteen pounds by the first day of May then next with lawful Interest after the time of payment till said which time of payment is past yet said Caleb tho often thereto requested hath never paid said Sum and Interest to the Plt. but unjustly neglects it to the Damage of the said Benja nine pounds. the Plt. appears by Curtis Ely Gent. his Att. and the said Caleb tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Benja to recover against the said Caleb four pounds and four pence of lawful money Damages and Cost of Court taxed at two pounds three Shillings and four pence, and thereof &c. Exon. is. 24th March 1774. Jones vs Day No. 83

Joel Burbank yeoman & Sarah Chapin Gent both of Springfield in the County of Hampshire Plts. vs. Seth Burbank of said Springfield in said County yeoman Deft. in a plea of the Case for that said Seth at said Springfield on the twenty eighth day of July last past being fully indebted to the Plts in the Sum of four pounds eight Shillings & eight pence lawful money (the said Seth having received the value thereof of the Plts. as by a certain Note or Order may appear) drew out an Order or Note in Writing under his hand for value received on William Pynchon Esq. requiring & desiring the said William to discount with the Plts the Sum aforesaid of four pounds 8/8 on a certain Execution then in the hands of said William in favour of said Seth against the Burbank vs Burbank No. 84

Ely et al vs Burbank No 84

the said Sol and Enoch which said Note or Order the Pltf afterwards shewed to the said Williams and required him to discount the same on the Execn aforesaid yet said Williams utterly refused to accept the same or to discount the same on the Execn aforesaid or to pay the Contents thereof to the Pltf of all which the said Silth there afterwards had notice from the Pltf and thereby became chargable to the Pltf to pay them the same Sum remains also for that whereas on the same twenty eighth day of August last past at said Springfield the said Silth was further Indebted to the Pltf in the further sum of five pounds Eight shillings and eight pence lawful money for the like sum of money by him the said Silth before that time had & received to the use of the Pltf and being so Indebted the said Silth afterwards the same day there & then on his part and behalf faithfully promised the Pltf to pay them the last mentioned Sum on Demand yet said Silth the often thereto requested hath fulfilled neither of his said promises to the Pltf or either of them but unjustly neglects it to the damage of the said Sol & Enoch Seven pounds the Pltf appear by Justin Ely Gent. their Attr and the Dft Silth by John Worthington Esq his Attr and move that this Action may be Continued and it is Considered that the said parties have a Day & until the third Tuesday of May next following said next Tuesday of March afors.

No 85 John Mixer vs Thomas Smith. This Action is Marked at the Close of this Days of this Term.

Ripley vs Burbank No 86

Ebenezer Ripley of Windham in the County of Windham and Colony of Connecticut yeoman Pltf vs. Timothy Burbank Junr of Springfield in the County of Hampshire yeoman Deft in a plea of the Case for that said Timothy at said Springfield on the nineteenth day of November A.D. 1772 by his note under his hand of that date for value received promised the Pltf to pay him forty Eight pounds nineteen shillings lawful money in two months from the date aforsd Note with Interest which time of payment is long since past yet D. Timothy the often thereto requested hath never paid said Sum or Interest or any part thereof to the Pltf (excepting only three pounds being part thereof) but the said Timothy hitherto hath and still doth neglect and refuse to do it to the damage of the said Ebenezer fifty five pounds. the Pltf appears by Justin Ely Gent. his Attr and the said Timothy the three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Ebenezer do recover against the said Timothy forty nine pounds ten Shillings and his cost of suit & money Damages and Cost of Court taxed at two pounds Seven Shillings. ——— after all which the said Timothy by Samuel Fowler Gent his Attr came into Court and prays Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~Last~~ Tuesday of April next & he engages with Sureties as the law directs for the said Timothy's prosecuting his said Appeal with effect or in default thereof &c Appeal &c

---

Bull vs Fairman No 87

Caleb Bull of Hartford in the County of Hartford and Colony of Connecticut yeoman Pltf vs. James Fairman late of Murrayfield in the County of Hampshire yeoman Deft in a plea of the Case for that said Fairman at said Murrayfield on the fifth day of July last past by his note of that date for value then received promised one Elijah Leonard to pay him or his Order the sum of fifteen pounds at or before the Sixteenth day of November then next

with Interest for the same untill paid, which time of payment is long since past, and afterwards on the twenty seventh day of Decemb^r last past at N? Northampton the said Elijah Underwood the same Note with his own proper hand thereto subscribed and thereby appointed the contents of s^d Note then wholly due and unpaid) to be paid to the said Caleb or his Order for value received whereof the said James afterwards the same day had Notice from the said Caleb and thereby became liable to pay the same to the s^d Caleb according to the tenor of said Note and being so liable he the said James then and there in Consideration thereof Assumed on himself and faithfully promised the Plt. to pay him the Contents of the same Note on Demand. also for that whereas at N? Northampton on the last day of Decemb^r last past, the said Caleb had before that time at the special Instance and request of said James sold and delivered to him divers Goods & Merchandize of him the said Caleb in Consideration thereof said James then & there Assumed on himself and faithfully promised the Plt. to pay him therefor so much money as the same Goods & Merchandize so sold and delivered were reasonably worth at the time of the sale and delivery thereof on Demand. and the said Caleb in fact saith that the same Goods & Merchandize were at the time of the sale and delivery thereof reasonably worth the sum of fifteen Shillings and five pence of which said James there the same day had Notice yet said James tho often thereto requested hath never paid either of said Sums or any way fulfilled his said promises to the Plt. but unjustly neglects it to the damage of the said Caleb twenty pounds. the Plt. appears by Justin Ely Gent. his att^y and the said James tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the s^d Caleb do recover against the said James twelve pounds 11 Shillings and Eight pence of lawful money Damages & Cost of Court taxed at two pounds four Shillings and ten pence and thereof he may have his Execn. Execn. is? 24th March 1774.

Bildad Fowler of Westfield in the County of Hampshire Yeoman Plt. vs. Ebenezer Brewster Gould of Granville in s^d County Yeoman Deft. in a plea of the Case for that said Ebenezer at s^d Westfield on the Seventeenth day of Novemb^r Ao 1772 by his Note of that date for value then received promised (by the name of Ebenezer B. Gould) the Plt. to pay him or Order the sum of three pounds 2/10 in fourteen months from the date of said Note with Interest after twelve months from the date which time of payment is long since past, yet said Ebenezer tho often thereto requested hath never paid said Sum or Interest or any part thereof to the Plt. but unjustly neglects it to the damage of the said Bildad six pounds. the Plt. appears by Justin Ely Gent. his att^y and the said Ebenezer tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Bildad do recover against the said Ebenezer three pounds four Shillings and one penny of lawful money Damages & Cost of Court taxed at one pound fourteen Shillings and thereof he may have his Execn. Execn. is. 24th March 1774.

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt. vs. Martin Smith of Springfield in said County yeoman Deft. in a plea of the Case for that said Martin at said Westfield on the thirteenth day of August last past by his Note of that date for value then received promised the Plt. to pay him the sum of thirteen pounds three Shillings and four pence money on demand with Interest till paid. yet said Martin tho often

Fowler vs Smith No. 89

often requested hath never paid said Sum or Interest or any penny thereof to the Plt. but unjustly neglects it to the damage of the said Bildad Sixteen pounds the Plt. appears by Justin Ely Gent. his Attr. and the said Martin tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Bildad do recover against the said Martin thirteen pounds twelve Shillings and Eight pence of Lawful money Damages and Cost of Court taxed at One pound twelve Shillings and ten pence and thereof he may have his Execution. Execution is? 24th March 1774.—

Bull vs Phillips No. 90

Caleb Bull of Hartford in the County of Hartford and Colony of Connecticut yeoman Plt. vs. James Phillips of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said James at said Springfield on the Eighteenth day of May last past by his promissory Note of that date for value then received promised the said Caleb to pay him or Order Six pounds Eighteen Shillings and four pence on Demand with Interest till paid yet the said James the often thereto requested hath never said said Sum or Interest or any penny thereof to the Plt. but unjustly neglects it to the damage of the said Caleb Eight pounds. the Plt. appears by Justin Ely Gent. his Attr. and the said James tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Caleb do recover against the said James Seven pounds five Shillings and one penny of lawful money Damages & Cost of Court taxed at two pounds one Shilling and ten pence & thereof Execution is? 24th March 1774

Johonnot vs Pomroy No. 91

Gabriel Johonnot of Boston in the County of Suffolk Merchant Plt. vs. Josiah Pomroy of Warwick in the County of Hampshire yeoman a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of s^d County Deft. in a plea of the Case for that said Josiah on the fifteenth day of August A.D. 1772 at Northampton aforesaid by his note for value received promised the said Gabriel to pay him or Order Seventeen pounds six Shillings and two pence lawful money on Demand with lawful Interest for the same till paid. yet the said Josiah the often requested hath not paid the same Sum or the Interest of it but he neglects to do it to the damage of the said Gabriel thirty pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Josiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Gabriel do recover against the said Josiah Eighteen pounds Eighteen Shillings and three pence of lawful money Damages and Cost of Court taxed at three pounds & two pence and now the said Josiah by Caleb Strong Esqr. his Attr. comes here & appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Northampton within the County of Hampshire and for the County of Hampshire and Berkshire on the ~~Fourth~~ Tuesday of April next and he is Recognized with Surties as the Law directs for the said Josiah's prosecuting his said Appeal with effect as by the said Recognizance on file may be seen. ———

Bliss vs Davis No. 92

Jonathan Bliss of Springfield in the County of Hampshire Esq. Plt. vs. Trustrum Dewis of South Brimfield in s^d County Gent. Deft. in a plea of the Case for that the said Trustrum on the thirteenth day of September A.D. 1771 at Springfield aforesaid by his note of that date for value received promised the said Jonathan to pay him or Order five pounds eighteen Shillings and four pence lawful money on Demand with Interest till paid. Yet the said Trustrum the often requested hath not said

the sayd Sum or the Interest of it but hee neglects and refuses to doe it. also for that the said Trustrum there afterwards on the last day of August last past being Indebted to the said Jonathan in other Six Shillings and Eight pence lawfull money as an Attr. in the same Action by the said Trustrum then and there in Consideration thereof promised the Pltf to pay him the same on demand yet the said Trustrum tho often requested hath not paid the same but hee neglects it to the damage of the said Jonathan Nine pounds. the Pltf appears in his own proper person and the said Trustrum tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Trustrum Seven pounds two Shillings and nine pence of lawfull money Damages & Cost of Court taxed at One pound fourteen Shillings & ten pence & thereof &c. Execn. is. 25th March 1774.

Daniel Harris yeoman & John Burt Jnr. yeoman both of Springfield in the County of Hampshire Pltfs. vs. Aaron Storrs of Hanover in the County of Grafton in the Province of New Hampshire Innholder otherwise called Aaron Storrs of Hanover in the Equity of Grafton in the Province of New Hampshire Deft. in a plea of Covenant broken for that the said Aaron on the twenty Eighth day of January Anno Dom. 1772 at Springfield aforesaid by a certain writing sealed with his Seal and in Court to be produced bearing date on the same day & year for and in Consideration of the Sum of three hundred & thirty four pounds Eleven Shillings and Eight pence lawfull money to him in hand paid by the said Daniel and John did bargain and sell to the said Daniel & John a Quantity of white pine Laggs then lying and being at Hanover aforesaid containing Six hundred and twenty thousand feet of Timber to have & to hold the same to them the said Daniel & John their Exrs and Admrs as their own proper Goods & Chattles forever and the said Aaron then and there by the same writing did Covenant with the said Daniel and John among other things that he was the true sole and lawful owner of the s.d bargained premises and had in himself good right and authority to bargain and sell the same as aforesaid and that they were free and clear from all forfeitures Seizure and demands whatever from all other persons and by the same writing the said Aaron did then and there further Covenant with the said Daniel and John that he the said Aaron would on or before the fifteenth day of April then next convey and transport all the Laggs and timber aforesaid amounting to the said Quantity of six hundred and twenty thousand feet of timber to and upon Connecticut River in the Town of Hanover aforesaid and deliver the same in and upon the said River at that place viz.t at Hanover aforesaid to and for the use of the said Daniel and John and that he would warrant the same to be delivered in the state of good sound and merchantable timber and the said Daniel & John in fact say that the said Aaron did not before nor upon the said fifteenth day of April next following the date of said Writing convey or transport the Laggs and timber aforesaid nor any part or parcel thereof to and upon Connecticut River aforesd. in the said Town of Hanover nor did he on the same Day or before deliver the same Laggs and timber or any part of it in and upon the said River at that place to and for the use of the said Daniel and John in the state and condition of good sound & merchantable timber or in any other State Condition or manner whatever. and the Pltfs further aver that

Harris & al vs Storrs

No 93

Harris vs Storr. No. 93

that the said Aaron at the time of the said Sale so made by him of the S! Laggs and timber was not the true and lawful owner thereof & had no right or authority to sell the same as aforesaid and that they were not free & clear from all forfeitures Liegures & demands but the true property thereof was in our Sovereign Lord the King and the same were liable to be seized and forfeited to the use of S! Lord the King and that the Plff could not have or hold the same which were then and there of the value of five hundred pounds. and so the said Aaron the oftes requested and particularly on the said fifteenth day of April aforesd in the year aforesaid at Hanover aforesaid in sd County in Springfield aforesaid his Covenant aforesd made with the S! Daniel and John in manner aforesd hath not kept but hath broken the same and hath wholly refused and still doth refuse to keep the same to the Damage of the said Daniel and John five hundred and thirty pounds. —
the Plff appear by Jonathan Bliss Esq. their att! and the Deft by Joseph Hawley & Simeon Strong Esqrs his Attys comes and moves that this action may be continued he having first been heard under the Coir dier by Order of Court. and it is Considered that the said parties have a day before the Lord the King here on till the third Tuesday of May next following said Second Tuesday of March aforesaid.

Rose vs Foster No. 94

Daniel Rose of Granville in the County of Hampshire yeoman Plt. vs. Hachaliah Foster of S! Granville yeoman Deft. in a plea of the Case for that the said Hachaliah on the thirteenth day of Jan.y A.D. 1773 at Granville aforesaid by his Note of that date for value received promised the said Daniel to pay him Eight pounds worth of good West India Rum to be delivered at the S! Fosters Dwelling House upon the first day of June then next with lawful Interest for said Sum till paid and the Plt. avers that he was ready to receive the same on the said first day of June aforesaid at said Foster's Dwelling House and then and there requested said Foster to pay and deliver the same yet the said Foster tho often requested hath not paid or delivered the same or any part of it nor has he any ways fulfilled his S! promise but he neglects and refuses to do it to the damage of the said Daniel twelve pounds. the Plt appears by Jonathan Bliss Esq. his Att! and the said Foster tho three times publickly called to come into Court doth not come but makes Default of appearance therein. Therefore it is Considered by the Court that the said Daniel do recover against the said Foster Six pounds fourteen Shillings of lawful money Damages and Cost of Court taxed at one pound eighteen Shillings and four pence & three fourth. Exon. is 25th March 1774

Worthington vs Pease No. 95

Jonathan Worthington of Springfield in the County of Hampshire yeoman Plt. vs. Joseph Pease of Suffield in S! County Trader Deft. in a plea of trespass on the Case for that the said Joseph on the first day of September last past at Springfield aforesaid being Indebted to the said Jonathan in thirty two pounds nine Shillings and five pence lawful money according to the Act! annexed to that Writ he the said Joseph then and there in Consideration thereof promised the said Jonathan to pay him the same on Demand. also for that whereas the said Joseph there afterwards on the same day in Consideration that the said Jonathan had there before that time at the special Instance and request of the said Joseph sold and delivered

to the said Joseph divers other Goods Wares and Merchandizes than those in the said annexed Act specified and before mentioned assumed on himself and then and there promised the said Jonathan to pay him so much money as the said last mentioned Goods &c were at the time of the sale and delivery thereof reasonably worth on demand. and the Pl. Jonathan avers that the said last mentioned Goods &c were at the time of the sale & delivery thereof reasonably worth other thirty two pounds nine shillings and five pence lawful money viz. at Springfield aforesaid whereof the D. Joseph then and there had notice. also for that whereas the said Joseph there afterwards on the same day in Consideration that the Pl. Jonathan had there before that time at the special Instance and request of the said Joseph done and performed for the said Joseph other work Labour and Service than those in the said annexed Act before mentioned assumed on himself and then and there promised the said Jonathan to pay him so much money therefor as he reasonably deserved to have for the said last mentioned work Labour & Service on demand. and the Pl. Jonathan avers that he did then and there reasonably deserve to have of the said Joseph for the said last mentioned Work Labor and Service other twelve pounds lawful money of which the said Joseph then and there had notice. also for that the said Joseph there afterwards on the same day being indebted to the said Jonathan in other thirty two pounds lawful money for the like sum of money of the said Jonathan there before that time had & received by the said Joseph for the use of the said Jonathan & the said Joseph then and there in Consideration thereof promised the said Jonathan to pay him the same on demand. Also for that the said Joseph there afterwards on the same day being indebted to the said Jonathan in other thirty two pounds lawful money for the like sum of money by the Pl. Jonathan there before that time at the special Instance and request of the D. Joseph laid out expended disbursed and paid. & the said Joseph then and there in Consideration thereof promised the said Jonathan to pay him the same on demand. yet the said Joseph tho often requested hath not paid the several sums aforesaid or either of them but refuseth and refuses to do it to the damage of the said Jonathan fifty pounds. the Pltf appears by Jonathan Bliss Esq. his Attr. and the said Joseph by Moses Bliss Esq. his Attr. and now that this action may be continued, and it is Considered that the said parties have a day &c until the third Sunday of May next following & second Tuesday of March aforesaid.

Ebenezer Grant Gent. and Roswell Grant Gent. Grantees of Nash & al No 16

both of Enf Windsor in the County of Hartford and Colony of Connecticut Yeos. plaintiffs Nash of Granby in the County of Hampshire Gent. and John Smith the second of South Hadley in said County yeoman Defts. in a plea of the Case for that the said Ebenezer & John at Northampton aforesaid on the fourth day of August last past by their note of that date for value received promised the said Ebenezer & Roswell to pay them fifteen pounds nine shillings. and to pay the same lawful money on demand with lawful Interest for the same until paid yet the said Ebenezer & John tho often requested have not paid the same sum or the Interest of it nor has either of them done it but they neglect & refuse to do it to the damage of the said Ebenezer & Roswell two pounds. the Pltfs appear by Jonathan Bliss Esq. their Attr. and the said Defts tho they were publickly called to come into Court do not come but make Default & appear not. Therefore it is Considered by the Court that the said Ebenezer & Roswell do recover against the said Ebenezer & John fifteen pounds nineteen shillings and ten pence of lawful money damages and Cost of Court taxed at one pound nineteen shillings and two pence. after all which the Pltfs are

Grand &c
vs
Nash &c
No. 96

and John by Elisha Porter Esq. their Att. come here and Appeal from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire & for the Counties of Hampshire and Berkshire on the last Tuesday of April next and he Recognizes with Surities as the Law directs for the said Eleazer & John's prosecuting their said Appeal with effect as by Recognizance on file appears.

Merrills &c
vs
Moore
No. 97

Daniel Merrills yeoman and George Merrills yeoman both of Hartford in the County of Hartford & Colony of Connecticut Pltf. vs. Simon Moore of Spring field in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Simon on the Eighth day of Decemb. last past at Springfield aforesaid by his Note for value received promised the said Daniel and George to pay them Eighteen pounds & four Shillings lawful money on Demand with Interest for the same till paid. yet the said Simon tho often requested hath not paid the same Sum or the Interest of it but he neglects and refuses to do it To the damage of the said Daniel and George twenty five pounds. the Pltf. appear by Jonathan Pitkin Esq. their Att. and the said Simon tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by this Court that the said Daniel & George do recover against the said Simon Eighteen pounds nine Shillings and nine pence of lawful money Damages & Cost of Court taxed at two pounds and ten pence and their Exec. &c. Exec. &c. 25th March 1771.

Edson
vs
Burbank
No. 98

Abijah Edson of Springfield in the County of Hampshire yeoman Pltf. vs. Timothy Burbank Junr. of s.d Springfield yeoman Deft. in a plea of the Case for that the said Timothy on the twenty fourth day of January instant at Springfield aforesaid being indebted to the s.d Abijah in the Sum of four pounds nineteen Shillings lawful money according to the Act annexed to the Writ promised the said Abijah to pay him the same on demand. also for that Whereas the said Timothy afterwards on the same day in Consideration that the said Abijah had therefore before that time at the special Instance and request of the said Timothy sold & delivered to said Timothy divers other Goods Wares & Merchandizes assumed on himself and then and there promised the said Abijah to pay him so much money as the same Goods &c were at the time of the sale and delivery thereof reasonably worth on Demand and the s.d Abijah avers that the same Goods &c were at the time of the sale and Delivery thereof reasonably worth other four pounds and nineteen Shillings lawful money given at said Springfield of which the s.d Timothy then and there had notice. yet the said Timothy tho often requested hath not paid the several Sums aforesaid or either of them but he neglects it to the damage of the said Abijah Seven pounds. the Pltf. appears by Jonathan Pitkin Esq. their Att. and the said Timothy tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the s.d Abijah do recover against the said Timothy four pounds nineteen Shillings of lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and ten pence & their Exec. &c. 25th March 1771

Pynchon
vs
Granger
No. 99

George Pynchon of Springfield in the County of Hampshire Gent. Pltf. vs. David Granger of s.d Springfield yeoman Deft. in a plea of the Case for that the said David at said Springfield on the twenty ninth day of Octob.r A.D. 1770 by his Note for value received promised the said George to pay him or Order Seven pounds one Shilling & nine pence half penny lawful

money on demand with lawful Interest for the same till paid yet the said David the often requested hath not paid the same Sum or the Interest of it but he neglects it to the damage of the said George fourteen pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said David tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said George do recover against the said David seven pounds thirteen Shillings and four pence of lawful money Damages and Cost of Court taxed at [illegible] and thereof he may have his Execn. — Execn. issd 25th March 1731.

George Bates of Springfield in the County of Hampshire yeoman Plt. vs. Jeremiah Stead of S. Springfield said County Deft. in a plea of the Case for that the said Jeremiah on the twelfth day of August Dr. for at Springfield aforesaid by his Note for value recvd promised the said George to pay him or Order two pounds thirteen Shillings and four pence lawful money on Demand with Interest till paid. also for that the said Jeremiah thereafterwards on the twenty fifth day of Jany last past by his other Note for value recvd promised the said George to pay him other Eight pounds & sixteen Shillings lawful money on demand with Interest for the same till paid. yet the said Jeremiah tho often requested hath not paid the several Sums aforesaid or either of them or the Interest of either of them but he neglects it to the damage of the said George twenty pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Jeremiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said George do recover against the said Jeremiah thirteen pounds two Shillings and four pence lawful money Damages and Cost of Court taxed at One pound twelve Shillings and ten pence & thereof &c. Execn. issd 25th March 1731.

Bates vs Stead No. 100

Joel Ely of Springfield in the County of Hampshire yeoman Plt. vs. Daniel Austin of Suffield in s. County Gent. Deft. in a plea of the Case for that said Daniel at said Springfield on the first day of November last past was justly Indebted to said Joel in the Sum of twelve pounds lawful money for fifty six Swarrill Laggs there before that time sold and delivered by said Joel to said Daniel at his request and in Consideration thereof said Daniel then and there promised said Joel to pay him the same Sum on demand also for that whereas said Joel had there before that time sold and delivered said Daniel at his request other fifty six like Laggs in Consideration thereof said Daniel there at said Springfield on the same first day of November last promised said Joel to pay him for the same last mentioned Laggs so much money as they were reasonably worth on demand. and the said Joel in fact says the last mentioned Laggs were reasonably worth one other Sum of twelve pounds like money whereof the said Daniel afterwards on the same day & year here the said Daniel notice. yet said Daniel tho often thereto requested hath not paid the said Joel either of said Sums or any penny thereof but hitherto hath & still neglects and refuses to pay him the same to the damage of the said Joel twenty four pounds. the Plt. appears by Moses Bliss Esq. his Attr. and the said Daniel by John Worthington Esq. his Attr. and prays that this Action may be continued, and the said parties have a day accordingly until the third Tuesday of May next following said second Tuesday of March aforesaid

Ely vs Austin No. 101

John Watson of East Windsor in the County of Hartford and Colony of Connecticut Shopkeeper Plt. vs. Timothy Burbank of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Timothy at said Springfield on the tenth day of July last

Watson vs Burbank No. 102

Watson vs Burbank No. 102

last past by his Note of that date for value received promised P. John to pay and deliver him fifteen pounds Six Shillings lawful money worth of good Merchantable grain or Pork at the Usual price to be delivered at Jones Store a place in Hartford on the fifteenth day of Octob. then next following and if not then paid or delivered Also to pay him the lawful Interest of the same sum from the time till paid. and the said Johnson says he was ready there at said Jones Store in said Hartford throughout the whole of said fifteenth day of said Octob. to receive the said Grain & Pork of the said Timothy. also for that said Timothy at P. Springfield on the sixteenth day of Octob. last past was justly Indebted to said John in one other sum of fifteen pounds Six Shillings lawful money for so much money there before that time had and received by him the said Timothy to & for the use of the said John and in Consideration thereof P. Timothy then & there promised said John to pay him the same sum on Demand yet P. Timothy tho often times thereto requested hath not paid or delivered P. John the said Grain or Pork or any part thereof or paid him the P. Damages any part money thereof but wrongfully & riotously refuses so to do to the damage of the P. John Four pounds. the Plt. appears by Mans Bliss Esq. his Attr. and the P. Timothy tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Timothy fifteen pounds Eight Shillings and seven pence of lawful money Damages and Cost of Court taxed at One pound Eighteen Shillings and ten pence and thereof he may have his Execn. Execn. is. 25th March 1774.

Bliss vs Hitchcock & al No. 103

Eunice Bliss of Springfield in the County of Hampshire Spinster Pltf. vs. Nathaniel Hitchcock yeoman & Silas Hitchcock yeoman both of Wilbraham in s. County Defts. in a plea of the Case for that said Nathaniel and Silas at P. Springfield on the fifth day of June Dr. 1773 by their Note of that date for value received promised said Eunice to pay her the sum of fifteen pounds two Shillings & ten pence lawful money on Demand with lawful Interest for the same till paid yet said Nathaniel and Silas or either of them tho often thereto requested have not paid said Eunice the same sum or any penny thereof or P. Interest but they hitherto have and still neglect & refuse to pay her the same to the damage of the said Eunice fifteen pounds. the Plt. appears by Mans Bliss Esq. her Attr. and the P. Nathaniel & Silas tho three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is Considered by the Court that the said Eunice do recover against the said Nathaniel & Silas fourteen pounds Eleven Shillings lawful money Damages and Cost of Court taxed at one pound 15/1 & thereof &c. Execn. is. 25. March 1774

Stebbins vs Jennings No. 105

Asaph Stebbins of Granby in the County of Hampshire yeoman Pltf. vs. Peter Jennings of Springfield in s. County yeoman Deft. in a plea of the Case for that said Peter at said Springfield on the twenty sixth day of May Dr. 1773 by his Note of that date for value received promised said Asaph to pay him Eight pounds twelve Shillings lawful money upon Demand with lawful Interest for the same. yet P. Peter tho often thereto requested hath not paid said Asaph the same sum or any penny thereof or said Interest but hitherto hath and still neglects & refuses so to do to the damage of the said Asaph nine pounds. the Plt. appears by Mans Bliss Esq. his Attr. and the said Peter tho three

times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Joseph do recover against the said Peter nine pounds & three pence of lawful money Damages and Cost of Court taxed at one pound ten shillings & four pence and thereof he may have his Execution. Execution is[d] 25th March 1774.

Hampshire Ptt. vs. Joseph M.Nall of Palmer Deft. in a plea of the Case for that said Joseph at said Springfield on the twenty eighth day of May last past by his note of that date for value received promised the said Moses to pay him or his Order three pounds Eighteen shillings and seven pence lawful money on Demand with lawful Interest for the same till paid. Also for that said Joseph at S. Springfield on the fifth day of November last past by his note of that date for value received promised said Moses to pay him or his Order twelve shillings and four pence lawful money on demand with lawful Interest for the same till paid. yet said Joseph tho after requested hath not paid said Moses either of said Sums or any penny thereof or any ways performed either of his said promises but hitherto hath and still neglects & refuses so to do to the damage of the said Moses five pounds. the Ptt. appears in his own proper person and the said Joseph tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Moses do recover against the said Joseph four pounds fourteen shillings and nine pence of lawful money Damages and Cost of Court taxed at one pound twelve shillings and ten pence. and thereof he may have his Execution. (Bliss vs M.Nall No. 104)

Hampshire Ptt. vs. Gideon Bebee of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Gideon at said Springfield on the thirty first day of August last past by his note of that date for value received promised S. Eliphalet to pay him or his Order six pounds lawful money on demand with lawful Interest for the same Sum till paid yet said Gideon tho after thereto requested hath not paid said Eliphalet the same Sum or any penny thereof or said Interest but hitherto hath and still Neglects & refuses to pay him the same to the damage of the said Eliphalet two pounds. the Ptt. appears by Moses Bliss Esq. his Att. and the said Gideon tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Eliphalet do recover against the said Gideon Six pounds three shillings and nine pence of Lawful money Damages & Cost of Court taxed at two pounds fourteen shillings and four pence and thereof he. Execution is[d] 25th March 1774. (Thorp vs Bebee No. 104)

Hampshire Ptt. vs. George Pynchon yeoman Deft. in a plea of the Case for that they said George Pynchon of Granville & said Stephen at said Springfield on the nineteenth day of January A.D. 69 by their note under their hands of that date for value received promised said George Pynchon of Springfield to pay him four hundred and forty eight pounds nine shillings and two pence lawful money on demand with lawful Interest for the same till paid. also for that S. George Pynchon of Granville and S. Stephen at said Springfield on the same nineteenth day of S. Jan.y by their other Note of that same date for value received promised the Ptt. to pay him one other Sum of four hundred pounds like money within five months from the date thereof and if not then paid also to pay him the lawful Interest of the same Sums from thence till paid. yet the said Defts. or either of them tho (Pynchon vs Pynchon & Stephen No. 105)

Pynchers vs Pynchon & No. 108

the often thereto requested have not paid the Plt. either of said sums or any penny thereof or said Interest or any ways performed either of their sd. promises but they have hitherto and still neglect and refuse to pay him the same to the damage of the said George Pynchon the Plt. fourteen hundred pounds the Plt. appears by Moses Bliss Esq. his Attr. and the said Defts. the three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is Considered by the Court that the Plt. do recover against the said Defts. One Thousand four hundred and six pounds Eighteen Shillings and two pence of lawful money Damages & Costs of Court taxed at One pound Eight Shillings and Six pence and thereof he may have his Exon. Execn. issue 17th March 1774.

Shelden vs Foster No. 109

Paul Shelden of Southampton in the County of Hampshire yeoman Plt. vs. Joseph Foster late of Brimfield in the County of Berkshire yeoman Deft. in a plea of the Case for that the sd. Joseph at said Northampton on the twenty sixth day of November Anno Dom. 1771 by his note of that date for value received promised the said Paul to pay him the sum of four pounds and Sixteen Shillings worth of Iron at twenty three Shillings by the hundred and deliver the same at the Widow Clapps at Westfield at or before the first day of Febry then next following the date of said note and the Plt. avers the time of payment hath long since Elapsed and that he hath always been ready to receive Iron at the place of Delivery aforesaid. yet the said Joseph tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Paul Seven pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Paul do recover against the said Joseph five pounds Eight Shillings and three pence of lawful money Damages & Cost of Court taxed at One pound nine Shillings and Six pence. and thereof he may have his Execn. Execn. issue 25th March 1774.

Pomeroy vs Williams No. 110

Medad Pomeroy of Suffield in the County of Hampshire yeoman Plt. vs. David Williams yeoman and Jonathan Williams yeoman both of Southwick in s. County Defts. in a plea that they the said David & Jonathan render to him two hundred pounds lawful money which to him they owe & from him unjustly detain and wherein he says that at s. Northampton on the ninth day of May in the eighth year of the Reign of our Lord the King that now is they the said Defts. by their bond under their hands & Seals of that date in Court to be produced (by the name of David Williams Stephen Williams and Jonathan Williams of Westfield in the County of Hampshire) bound and obliged themselves to the said Medad in the sum of two hundred pounds lawful money to be paid him on Demand yet the said Defts. or either of them tho often thereto requested have not performed their said promise but they and each of them wholly neglect it to the Damage of the said Medad two hundred pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Defts. the three times publickly called to come into Court do not come but make default of appearance here. Therefore it is Considered by the Court that the said Medad do recover against the said David, Stephen, and Jonathan two hundred pounds of lawful money Debt and Cost of Court taxed at one pound Eighteen Shillings and Six pence and thereof &c. Execn. issue 25th March 1774.

Parker vs Noble No. 111

Elisha Parker of Westfield in the County of Hampshire Gent. Plt. vs. Caleb Noble of Suffield in the County of Berkshire yeoman

Deft. in a plea of the Case for that the said Caleb at said Westfield on the Eleventh day of Febry. Dn 1766 by his note in writing of that date for value received promised the said Elisha to pay him or order the sum of two pounds sixteen shillings and one penny lawful money on demand with Interest till paid yet the said Caleb the after thereto required hath not performed his said promise but he wholly neglects it to the damage of the said Elisha three pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Caleb tho three times publickly called to come into Court doth not come but makes Default of appearance. Therefore it is Considered by the Court that the said Elisha do recover against the said Caleb One pound nineteen shillings and six pence of lawful money Damages and Cost of Court taxed at One pound nineteen shillings & ten pence and thereof he may have his Execn. Execn. is. 25th March 1771

Pliny Hyde Dyer of Simsbury in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Ahimaaz Easton of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Ahimaaz at said Westfield on the fifth day of August last past by his note of that date for value received promised the said Pliny to pay him the sum of three pounds seven Shillings and nine pence lawful money on demand with Interest till paid. yet the said Ahimaaz tho after thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Pliny Seven pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Ahimaaz tho three times publickly called to come into Court doth not come but makes Default of appearance here. — Therefore it is Considered by the Court that the said Pliny do recover against the said Ahimaaz three pounds ten shillings and two pence of lawful money Damages and Cost of Court taxed at One pound eighteen Shillings and Six pence & the rest as Execn. is. 25. March 1771

Hillyer vs Easton No. 112

Moses Drake of Westfield in the County of Hampshire yeoman Plt. vs. Richard Talley of said Westfield yeoman Deft. in a plea of Trespass on the Case for that the said Moses at said Westfield on the thirtieth day of December current was possessed of one gun called a Spanish Slock Gun of the price of five pounds lawful money as of his own proper Estate and being so thereof possessed the said Moses there afterwards on the same day Casually lost the same Gun out of his Possession which same Gun at said Westfield on the same thirtieth day of December aforesaid afterwards by finding came into the hands and Possession of the said Richard yet the said Richard knowing the said Gun to be the Estate of the said Moses and of right to him to belong and appertain contriving & fully intending Craftily & subtilly to deceive and defraud said Moses of the same Gun he the said Richard on the same day last aforesaid at said Westfield afterwards by the said Moses was required to deliver said Gun but he the said Richard there at Westfield afterwards on said last mentioned day converted and disposed of the same Gun to his own proper use and to the damage of the said Moses nine pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Richard in his own proper person and answers that this Action may be continued, and it is Considered that the said Parties have a day before the Lord the King here at the third Tuesday of May next following said Second Tuesday of March aforesaid.

Drake vs Talley No. 113

March vs Thrall No. 114 } Samuel March of Hartford in the County of Hartford and Colony of Connecticut Gent. Plt. vs. Samuel Thrall of Granville in the County of Hampshire yeoman Deft. in a plea of the Case for that the Defr. Thrall at said Granville on the twenty ninth day of June Anno 1773 by his note of that date for value received promised the said March to pay him the Sum of Six pounds fifteen Shillings and nine pence lawful money upon demand with the lawful Interest until paid. yet the said Thrall tho often thereto requested hath not performed his said promise but wholly neglects it to the damage of the said March nine pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Thrall tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said March do recover against the said Thrall Seven pounds one Shilling & five pence of lawful money Damages & Cost of Court taxed at two pounds three Shillings and that he may have his Execution. Execution is. 25th March 1774

Mosley vs Jones No. 115 } John Mosley of Westfield in the County of Hampshire Gent. Plt. vs. Elisha Jones of Pittsfield in the County of Berkshire Gent. Deft. in a plea of the Case for that the said John at said Northampton on the last day of December last past had sold & delivered to the said Elisha sundry Goods Wares & Merchandizes his Consideration thereof then and there undertook and promised the said John to pay him therefor so much money as the same Goods &c were reasonably worth at the time of the Sale and delivery thereof on Demand now in fact the said John says that the same Goods &c were reasonably worth the Sum of ten pounds and Six Shillings of lawful money at the time of the sale and delivery thereof of which the said Elisha had notice, yet the said Elisha tho often requested has not performed his said promise but he neglects paying said Sum saving three pounds & eight Shillings which the said Elisha hath paid the said John so that there now remains due Six pounds 18/0 which the said Elisha wholly refuses to pay said John to the damage of the said John Nine pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Elisha tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Elisha Six pounds Eighteen Shillings of lawful money Damages and Costs of Court taxed at one pound fifteen Shillings and ten pence & thereof &c. Execution is. 25th March 1774

Mosley vs Rummill No. 116 } John Mosley of Westfield in the County of Hampshire Gent. Plt. vs. Nehemiah Rummell of Blandford in said County now of Springfield in said County yeoman Deft. in a plea that the said Nehemiah render to the said John Seven pounds four Shillings and five pence which to the Plt. he owes and from him unjustly detains and wherein the Plt. says that at an Inferiour Court of Common pleas holden at Springfield within and for the County of Hampshire on the last Tuesday of August in the sixth year of the Reign of our Sovereign Lord the King that now is by the Judgment of the same Court he recovered five pounds fifteen Shillings and one penny lawful money for his Damages by reason of the said Nehemiah's not performing of his promise before that time made to the Plt. and also one pound Thirteen Shillings and four pence for his Costs & Charges by him about his Suit in that behalf expended whereof the said Nehemiah

is Convict as by the Record thereof in said Court there remaining is full & in ent and appears which Judgment yet remains in its full force and effect not Satisfied nor reversed and altho the Plt. afterwards sued out Execn. thereon the return day thereof hath long since passed yet the Sums so as aforesaid recovered were never levied thereby the same Judgment is wholly unsatisfied and the same Sums wholly unpaid whereby an action hath accrued to the Plt. to demand & have of the said Nehemiah the said seven pounds four Shillings and five pence the same or any part thereof but he unjustly neglects it to the damage of the said John ten pounds. the Plt. appears by John Phelps Gent. his Att. and the said Nehemiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Nehemiah ten pounds nine Shillings and nine pence of Lawful money Debt & Damages and Cost of Court taxed at one pound thirteen Shillings and six pence and thereof &c. Execn. is. 25th March 1774.

Hampshire yeoman Plt. vs. Thomas Smith of Springfield in D. County yeoman Deft. in a plea of the Case for that the said Thomas at said Northampton on the twenty ninth day of October last past by his Note of that date for value recvd promised the said Saul to pay him or Order the Sum of three pounds and six Shillings on demand with use (meaning with the Lawful Interest) for the same till paid. yet the said Thomas tho often thereto requested hath not performed his s. promise but he wholly neglects it to the damage of the said Saul four pounds. the Plt. appears by John Phelps Gent. his Att. and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Saul do recover against the said Thomas three pounds seven Shillings and five pence of Lawful money Damages & Cost of Court taxed at one pound fourteen Shillings and ten pence. and thereof he may have his Execn. Execn. is. 25th March 1774.

Saul Seawards of Murrayfield in the County of Hampshire yeoman } Seaward vs Smith No. 117

Benjamin Moor of Southwick in the County of Hampshire yeoman Plt. vs. James Stevenson of Westfield in said County yeoman Deft. in a plea of Trespass on the Case for that the said James at D. Northampton on the second day of May A.D. 1770 by his Note of that date promised the said Moor to pay him the Sum of three pounds ten Shillings lawful money on demand with lawful Interest till paid. yet the said James tho often requested hath not performed his said promise but he wholly neglects it to the damage of the said Moor five pounds. the Plt. appears by John Phelps Gent. his Att. and the said James tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Moor do recover against the said James two pounds & Eleven Shillings of Lawful money Damages and Cost of Court taxed at one pound sixteen Shillings and two pence & thereof &c. Execn. is. 25th March 1774

Benjamin Moor of Southwick in the County of Hampshire yeoman } Moor vs Stevenson No. 118

Ozias Pettibone of Simsbury in the County of Hartford and Colony of Connecticut Gent. Plt. vs. Thomas Cooley of Granville in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Thomas at said Granville on the fifth day of August A.D. 1772 by his Note of that date for value recvd promised the said Ozias to pay him

Ozias Pettibone of Simsbury in the County of Hartford and Colony of Connecticut Gent. } Pettibone vs Cooley No. 119

Pettibone vs Cooley No. 119

him the Sum of five pounds ten Shillings lawful money on demand with the lawful Interest till paid. yet the said Thomas tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Ozias Seven pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Ozias do recover against the said Thomas Six pounds & six pence of lawful money Damages & Cost of Court taxed at two pounds. — and thereof he may have his Execn. Execn. is? 25th March 1774

Adams vs Miller No. 120

Ozias Pettibone of Simsbury in the County of Hartford and Colony of Connecticut Gent. Plt. vs. Samuel Miller Jr. of Granville in said County yeoman Deft. in a plea of the Case for that the Deft. at said Northampton on the twenty ninth day of October Dr 1773 by his note of that date for value received promised the said Ozias to pay him the Sum of Six pounds & ten Shillings lawful money on Demand with lawful Interest till paid. yet the said Samuel tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Ozias nine pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Samuel tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Ozias do recover against the said Samuel Six pounds twelve Shillings & ten pence of lawful money Damages and Cost of Court taxed at two pounds one Shilling and thereof he may have his Execn. Execn. is: 25th March 1774

Adams vs Munson No. 121

Ozias Pettibone of Simsbury in the County of Hartford and Colony of Connecticut Gent. Plt. vs. Ephraim Munson of Granville in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Ephraim at said Northampton on the twentieth day of August Dr 1772 by his note of that date for value received promised the said Ozias to pay him six pounds Eight Shillings & one penny lawful money on demand with the lawful Interest thereof till paid. yet the said Ephraim tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Ozias nine pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Ephraim by Samuel Fowler Gent his Attr. and moves that the action may be Continued at it is Considered that the said Parties have a day be until the third Tuesday of May next following Second Tuesday of March aforesaid.

Adams vs Lord No. 122

Ozias Pettibone of Simsbury in the County of Hartford and Colony of Connecticut Gent. Plt. vs John Lord of Granville in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Ozias at said Northampton on the last day of Decemb. last past had sold and delivered to the said John sundry Goods Wares & Merchandizes at his request he in Consideration thereof then and there undertook and faithfully promised the said Ozias to pay him therefor so much money as the same Goods & were reasonably worth at the time of the sale and delivery thereof on demand. now in fact the said Ozias saith that the same Goods & were reasonably worth at the time of the sale and delivery thereof the sum of three pounds fifteen Shillings and Seven pence of lawful money of which the said John then and there had notice from the said Ozias yet the said John tho often requested hath not performed his said promise but he —

wholly neglects it to the damage of the said Ozias Seven pounds. the Plt. appears by John Phelps Gent. his Attr. and the said John [illegible] this three times publicly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Ozias do recover against the said John two pounds Sixteen Shillings and eight pence of lawful money Damages and Cost of Court taxed at two pounds. and thereof he may have his Exon. &c. Exon. ss. 25th March 1774.

Ozias Pettibone of Simsbury in the County of Hartford and Colony of Connecticut Gent. Plt. vs. the County of Hampshire yeoman Deft. in a plea of the case for that the said Ozias at said Northampton on the last day of December last past had sold and delivered to the said John Sundry Goods Wares and Merchandizes at his request the the said John then and there in Consideration thereof undertook and faithfully promised the said Ozias to pay him therefor so much money as the same Goods &c were reasonably worth at the time of the Sale and delivery thereof on demand now in fact the said Ozias saith that the same Goods &c were reasonably worth at the time of the sale & delivery thereof the Sum of four pounds 1/6. fifteen Shillings of which the said John paid the said Ozias in Boards the remainder viz three pounds 1/6 is still due yet the said John tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Ozias seven pounds. the Plt appears by John Phelps Gent. his Attr. and the said John Wright tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Ozias do recover against the said John three pounds nine Shillings and [illegible] pence of lawful money Damages and Cost of Court taxed at two pounds and eight pence and thereof &c. Exon. ss. 25th March 1774.

Pettibone vs Wright No. 123

Aaron King of Westfield in the County of Hampshire yeoman Plt. vs. Reuben Williams of S. Westfield yeoman Ex. of the last Will and Testament of Nathaniel Williams late of S. Westfield deceased Deft. in a plea of the Case for that the said Nathaniel while living at said Westfield on the thirteenth day of August A.D. 1771 by his note of that date for value received promised the said Aaron to pay him the Sum of thirty one pounds Eight Shillings and three pence lawful money on Demand with lawful Interest for the same until paid. yet the said Nathaniel tho often thereto requested never paid the same or any penny thereof while he lived neither hath the said Reuben tho often requested since the death of the said Nathaniel ever paid the same but he hitherto hath and still doth unjustly neglect it to the damage of the said Aaron forty pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Reuben tho three times publicly called doth not come but makes default of appearance here. — Therefore it is Considered by the Court that the said Aaron do recover against the said Reuben thirty six pounds 6/8 of lawful money Damages & Costs of Court taxed at One pound 12/4 and thereof &c. Exon. ss. 25th March 1774.

King vs Williams No. 124

John Mosley of Westfield in the County of Hampshire Gent. Plt. vs. Reuben Williams of S. Westfield yeoman Ex. of the last Will and Testament of Nathaniel Williams late of S. Westfield deced. Deft. in a plea of the Case for that the said John at said Westfield on the last day of December A.D. 1771 before that time at the special Instance & request of the said Nathaniel sold and delivered to him sundry Goods Wares & Merchandizes he the said Nathaniel then living in Consideration thereof then and there undertook and promised the said John to pay him therefor so much money as the same Goods &c were reasonably worth at the time of

Mosley vs Gordon No. 125

Mosley vs Williams &c. No. 125

of the Sale and delivery thereof whenever thereto required now in fact the said John saith that the same Goods &c were reasonably worth at the time of the sale and delivery thereof the sum of twenty three pounds Seventeen Shillings and seven pence lawful money of which the S? Nathaniel had notice from the said John. yet the said Nathaniel tho often thereto requested never paid the same while he lived but in part viz Eighteen pounds & five Shillings the remainder viz five pounds twelve Shillings and seven pence the said Nathaniel never paid while he lived neither hath the said Reuben since the death of the said Nathaniel ever paid the same tho the said Reuben hath been often thereto requested but hewholly neglects it to the damage of the said John Seven pounds. — the Plt. appears by John Phelps Gent. his Att? and the D? Reuben tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the P? John do recover against the said Reuben five pounds twelve Shillings and seven pence of Lawful money Damages & Cost of Court taxed at One pound twelve Shillings. and four pence. & thereof &c. Exon. is? 25th March 1774

Mosely vs Williams No. 12

John Mosley of Westfield in the County of Hampshire Gent. Plt. vs. Reuben Williams of said Westfield yeoman Deft. in a plea of the Case for that the said John at said Westfield on the last day of December last past had before that time at the special Instance & request of the said Reuben sold and delivered to him sundry Goods Wares and Merchandizes he in Consideration thereof then & there undertook and faithfully promised the said John to pay him therefor so much money as the same Goods &c were reasonably worth at the time of the sale & delivery thereof on demand. now in fact the said John doth aver that the same Goods &c were reasonably worth at the time of the sale & delivery thereof the sum of twenty four pounds five Shillings & nine pence of Lawful Money forty Eight Shillings of which the said Reuben hath paid the remainder viz twenty one pounds 17/9d is due from said Reuben of which he hath had notice from the said John yet the said Reuben tho often thereto requested hath not performed his said promise but neglects it to the damage of the said John twenty five pounds. the Plt. appears by John Phelps Gent. his Att? and the said Reuben tho three times publickly called to come into Court doth not come but makes default of appearance here Therefore it is Considered by the Court that the said John Mosely do recover against the said Reuben twenty one pounds seventeen Shillings and nine pence of Lawful money Damages and Cost of Court taxed at One pound twelve Shillings and four pence & thereof &c. Exon. is? 25th March 1774

Whitwell & vs Fowler No. 127

William Whitwell of Boston in the County of Suffolk Merchant and Mary his Wife and Samuel Bradstreet of Boston aforesaid Merchant Plff? vs. Bildad Fowler of Westfield in the County of Hampshire Merchant Deft. in a plea of Trespass on the Case for that whereas he the said Bildad on the ninth day of July Dom? at a place called Boston in Northampton aforesaid by his note for value received promised the said Mary and Samuel the P? Mary being then sole by the name of Tyler said Bradstreet to pay to them or their Order twenty two pounds fourteen Shillings and three pence halfpenny lawful money & to allow & bear Discount during the Lawful Interest thereof till paid. yet the said Bildad his promise & Subscription aforesaid not regarding the said twenty two pounds fourteen Shillings & three pence halfpenny or any part thereof at the times thereto requested to the P? Mary & Samuel or either of them while the said Mary was sole or to the P? Wm. Mary & Samuel or either of them since the Espousals celebrated between the P? Wm and Mary hath not paid but to pay the same hath altogether hitherto refused and yet —

doth refuse to do it to the damage of the Pltf thirty pounds, the Pltf appears by Joseph Hawley Esq. their Attr and the said Bildad tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the Pltf William Mary & Samuel do recover against the said Bildad twenty four pounds nineteen Shillings and nine pence of lawful money Damages & Cost of Court taxed at two pounds sixteen Shillings & six pence after all which the said Bildad by Samuel Fowler Esqr his Attr comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire & Berkshire on the Last Tuesday day of April next and he Recognizes with Sureties as the Law directs for the said Bildad's prosecuting his said Appeal with effect as by the said Recognizance on file appears.

John Hosmer of Northampton aforesd. Clerk Pltf vs Andrew Lukes late of Colrain in said County of Hampshire yeoman Deft vs Lukes No. 128

is a plea of Trespass on the Case for that whereas he the said Andrew on the Sixteenth day of August Anno 1765 at Northampton aforesaid by his Note for value recvd promised the said John to pay him the sum of one pound Eight Shillings Lawful money on demand with the lawful Interest thereof until paid. yet the said Andrew hath not paid the Contents of the said Note nor any part thereof to him the said John altho he has been by him often thereto requested but he has hitherto wholly refused & still refuses to do it to the damage of the said John three pounds. the Pltf appears by Joseph Hawley Esq. his Attr and the said Andrew tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Andrew two pounds 2/5 of lawful money Damages & Costs of Court taxed at 28/2d & thereof &c. Ex. d. 31st March 1774

Samuel Wilcox of Partridgfield in the County of Berkshire yeoman Pltf. vs. Amos Frinth lately of Worthington in the County of Hampshire husbandman Deft. is a plea of trespass on the Case for that whereas he the said Amos on the twelfth day of April Anno 1772 at Worthington aforesd. by his Note for value recvd promised the said Samuel to pay him sixty two pounds eleven Shillings and ten pence lawful money on demand with the lawful Interest thereof till paid. and also for that whereas he the said Amos afterwards to wit on the same day & year last above said at Worthington aforesd. by his other note for value recvd promised the said Samuel to pay him the sum of fifty one pounds eleven Shillings & five pence lawful money by the twenty fifth day of December then next with the lawful Interest thereof till paid. yet the said Amos the Contents of the said Notes neither of them or any part thereof hath not paid to the said Samuel altho he has been by him often thereto requested but he has hitherto wholly refused & still refuses to do it to the damage of the said Samuel one hundred & thirty pounds the Pltf appears by Joseph Hawley Esq. his Attr & the said Amos being three times publickly called doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the said Amos ninety pounds six Shillings & ten pence of lawful money Damages & Costs of Court taxed at 24/10. And now the said Amos by Caleb Strong Esqr Gent. his Attr comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire and

Wilcox vs Frinth No. 129

Wilcox vs Brinks No. 129

and Berkshire on the Last Tuesday of April next and he Enacquires with Sureties as the Law directs for the said Pltts prosecuting his Appeal with effect as by the said Recognizance on file may be seen.

Titus vs Farr No. 130

Simeon Titus of a place called the Gore of Land North of Chesterfield in the County of Hampshire yeoman Pltt. vs. Silas Farr lately of that part of the plantation called Number five which is in said County yeoman Deft. in a plea of the Case for that whereas he the said Silas on the twenty seventh day of May last past at the aforesd. part of Number five for value received promised the said Simeon to pay him the Sum of two pounds Sixteen Shillings & nine pence halfpenny lawful money on demand with the lawful Interest thereof till paid. yet the said Silas hath not paid the Contents of the said Note nor any part thereof to him the said Simeon altho' often but refuses to do it to the damage of the said Simeon four pounds. the Pltt. appears by Joseph Hawley Esq. his Attt. and the said Silas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Simeon do recover against the said Silas two pounds nineteen Shillings and five pence of lawful money Damages and Cost of Court taxed at 31/10 and thereof &c. Execution. 24th. March 1774.

Hawley Esq. vs Hubbard Esq. No. 131

Joseph Hawley of Northampton in the County of Hampshire Esq. Pltt. vs. Solomon Hubbard of said Northampton Esq. Sheriff of the same County Deft. in a plea of the Case for that whereas the said Hawley before the Justices of the Inferiour Court of Common pleas holden for and within the County of Hampshire at Springfield on the last Tuesday of August in the twelfth year of the Reign of our Sovereign Lord the King that now is 1772 by the Consideration of said Justices recovered against one Moses Scott then lately of Bernardston in the County of Hampshire yeoman the sum of three pounds twelve Shillings and four pence lawful money Damages and thirty seven Shillings and six pence like money for Costs & charges by him the said Hawley about his Suit in that behalf expended. and afterwards to wit on the fifteenth day of Feby 1773 at Springfield aforesaid (the said Solomon then being and ever since having been and now being the Sheriff of said County) the said Hawley had out of the Clerks office of the said Inferiour Court our said Lord the Kings Writ of Execn. on the said Judgment of the forms and tenor prescribed by the Law of this Province of the Massachusetts Bay in New England in that case provided and directed to the Sheriff of the County of Hampshire his under Sheriff or Deputy Returnable to the then next Inferiour Court of Common Pleas which was holden at Springfield aforesaid within & for the County of Hampshire on the third Tuesday of May last; and afterward on the same fifteenth day of Feby at Springfield aforesaid the said Hawley delivered the said Writ of Execn. (the said Sum being then unsatisfied) to one Joseph Ashley Junr. late of Sunderland in said County of Hampshire then and ever since a Deputy Sheriff of him the said Solomon, and for the acts doings non feasances and Defaults of which said Joseph Ashley in his said office of Deputy Sheriff the said Solomon is by Law Answerable and obliged to respond and pay to all persons all Damages occasioned thereby, to be by him the said Ashley duly served executed & returned

with his doings thereon into said Inferiour Court of Common pleas which was held at Springfield within and for the County of Hampshire on the third Tuesday of May last according to the prayer of the same Writ, and the said Ashley then and there received the said Writ of Execution of the said Hawley and undertook and promised the said Hawley to execute the same Writ and make return of the said Writ and of his doings thereon according to the prayer thereof above specified. Nevertheless the said Ashley not regarding his said office of Deputy Sheriff in the true and just Execution thereof did not make return of the said Writ into said Inferiour Court on the day of the return thereof above specified nor of any of his doings upon or in virtue thereof nor at any time after or before but on the said third Tuesday of May last at Springfield aforesaid wholly neglected and made default & returning the said Writ and of certifying or informing the said Court of any of his doings thereon in breach of the duty of his said office, & to the said Writ of Execution. from the time of the said Ashleys receipt of the same Writ of Execution. whereby the said Hawley has wholly lost the benefit of the said Judgment and the said Writ of Execution and of the Cost of the said Execution and of two other Writs of Execution issued out on the same Judgment before the said fifteenth day of July which had been returned wholly unsatisfied: which Costs of the said Execution the said Hawley says is five Shillings and four pence and the non performance and defaults of the said Ashley above declared and specified are to the damage of the said Joseph Hawley ten pounds. the Plt. appears in his own proper person and the Defendt. Solomon tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Joseph do recover against the said Solomon Six pounds ten pence of lawful money Damages and Costs of Court taxed at one pound nine shillings & six pence and thereof he may have his Execution.

Dickinson vs Allen No. 132

Obadiah Dickinson of Hatfield in the County of Hampshire Gent. Pltf. vs. Noah Allen lately of Greenfield in said County Husbandman Deft. in a plea of trespass on the Case for that whereas he the said Noah on the ninth day of December A.D. 1772 at Northampton aforesaid by his note for value received promised the said Obadiah to pay him or his Order the Sum of Eight pounds three Shillings and two pence half penny lawful money on Demand with Interest reckoning the lawful Interest thereof till paid yet the said Noah has not paid the Contents of the said note nor any part thereof to him the said Obadiah altho he has been by him often thereto required but for hitherto wholly refuses and still refuses to do it to the damage of the said Obadiah ten pounds. The Plt. appears by Joseph Hawley Esq. his Attorney and the said Noah tho three times publickly called to come into Court doth not come but makes Default of appearance here Therefore it is Considered by the Court that the said Obadiah do recover against the said Noah Eight pounds fifteen Shillings & four pence of lawful money Damages and Costs of Court taxed at one pound nine shillings & eight pence and thereof he may have his Execution. Execution is April 1st 1774.

Idem vs Lott No. 133

Obadiah Dickinson of Hatfield in the County of Hampshire Gent. Pltf. vs. Moses Lott late of Brookfield in said County yeoman Deft. in a plea of Trespass on the Case for that whereas he the said Moses on the ninth day of December A.D. 1772 at Northampton aforesaid by his note for value received promised the said Obadiah to pay him or his Order the sum of fourteen pounds fifteen shillings and four pence lawful money on demand with the lawful Interest thereof until paid. yet the said Moses has not paid the Contents of the

Dickinson vs Scott No. 133

said Scott doth refuse to do it. to the damage of the said Obadiah twenty five pounds. the Plt. appears by Joseph Hawley Esq. his Attr. and the D. being three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Obadiah do recover against the said Moses nineteen pounds two Shillings and five pence of lawful money Damages & Cost of Court taxed at One pound ten Shillings & three pence. Court. is. 1st April 1774.

White vs Baker No. 134

Simeon White of Williamsburgh in the County of Hampshire yeoman Plt. vs. Thomas Baker Lately of Williamsburgh yeoman Deft. in a plea of trespass on the Case for that whereas he the said Thomas on the fourteenth day of October last at Northampton aforesaid was Indebted to the Pl. Simeon in three pounds of lawful money of the Province of the Massachusetts Bay for the like Sum of money by him the said Thomas before that time had and received to the use of the said Simeon and being so indebted he the said Thomas afterwards that is to say on the same day & year at Northampton aforesd. in Consideration thereof then and there undertook and faithfully promised that he the said Thomas would well & truly content & pay to the said Simeon the said Sum of three pounds whenever after he should be thereto required. And whereas the said Thomas afterwards to wit on the same day and year last aforesaid at Northampton aforesaid by his Note for value received promised the said Simeon to pay him one pound nineteen Shillings and one penny lawful money on demand with the lawful Interest thereof till paid. yet the said Thomas has not paid the said Sum of three pounds nor the Contents of the s. Note nor any part of all or of them but refuses to do it to the damage of the s. Simeon Eight pounds. the Plt. appears by Joseph Hawley Esq. his Att. and the s. Thomas the three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Simeon do recover against the said Thomas four pounds nineteen Shillings and Eleven pence of lawful money Damages & Costs of Court taxed at One pound Seven Shillings and one penny and thereof he may have his Exec. Court. is. 25th March 1774.—

Dwight vs Colton No. 135

Elijah Dwight of Belchertown in the County of Hampshire Shopkeeper Plt. vs. Samuel Colton Lately of Greenwich in said County husbandman Deft. in a plea of Trespass on the Case whereon the said Elijah Complains that whereas the said Samuel on the tenth day of May last at Northampton aforesaid made his certain Note in writing with his proper hand thereto Subscribed bearing date the day last above. and whereby the said Samuel promised to pay to one Nath.l Dwight or his Order twenty four pounds (meaning that sum of lawful money) at or before the first day of August then next with the lawful Interest of the said Sum till paid (value received) and afterwards on the same day at Northampton aforesaid the contents of the said Note being wholly unpaid the said Nathaniel by an Indorsement on the said Note with his proper hand thereto subscribed ordered the Contents of the said Note to be paid to the said Elijah Dwight or Order (value rec.d) of all which the said Samuel there afterwards on the same day had Notice whereby that is to say by virtue and reason of the s.d promises & the Custom of Merchants he the said Samuel became liable & obliged to pay the whole contents of the said Note to the said Elijah according to the tenor thereof and being so liable and obliged the said Samuel afterwards on the said tenth day of May at Northampton aforesaid in Consideration

thereof assumed on himself and to the said Elijah faithfully promised that he would pay the whole contents of the same note to him the said Elijah according to the tenor thereof Nevertheless he the said Samuel altho the time of payment is long since past and he has been by the said Elijah oftentimes required to pay him the Contents of the said note has not paid him the same or any part thereof but he has hitherto wholly refused and still refuses to do it to the damage of the said Elijah thirty pounds. the Plt appears by Joseph Hawley Esq. his Attl. and the said Samuel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Elijah do recover against the said Samuel twenty five pounds four shillings of lawful money Damages and Cost of Court taxed at one pound eleven shillings & four pence and now the said Samuel by John Worthington Esq. his Attl. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire & Berkshire on the last ~~fourth~~ Tuesday of April next and he recognizes with Sureties as the Law directs for the said Samuels prosecuting his said Appeal with effect as by the said Recognizance on file appears

Benjamin Clays of Southhampton in the County of Hampshire yeoman Plt. vs Joseph Nash Lately of Southhadley in said County husbandman Deft. in a plea why with force and arms the goods of him the said Benjamin of the value of nine pounds ten Shillings found at Southadley aforesd. he took and carried away to the great damage of the said Benjamin and against the peace of our Lord the King. and whereon the said Benjamin Complains that the said Joseph on the last day of July last four thousand seven hundred & fifty feet of yellow pine Boards of him the Plt. of the value of nine pounds found at South Hadley aforesaid with force and arms took and carried away and other outrages to him the said Benjamin then and there did & committed against the peace of our Lord the King all which is to the damage of the said Benjamin twelve pounds. the Parties appear by their respective Attl. viz. the Plt. by Joseph Hawley Esq. his Attl. and the Deft. by Elisha Porter Esq. his Attl. and are at Issue on the plea of not Guilty. thereupon the Jurors of the Jury agreable to the form and effect of the Statutes in this Case made & provided now at this time returned and impannelled being demanded Whether were who to say the truth concerning the premises being duly sworn declare upon their Oath that the said Joseph is guilty in manner & form as the Plt. against him hath alledged and assess the Damages of the said Benjamin to six pounds nineteen Shillings. Therefore it is considered by the Court that the said Benjamin do recover against the said Joseph six pounds nineteen Shillings of lawful money Damages & Cost of Court taxed at the sd pounds nineteen Shillings & six pence. the said Joseph by his Attl aforesaid appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire and for the Counties of Hampshire & Berkshire on the last ~~fourth~~ Tuesday of April next and he recognizes with Sureties as the Law directs for the said Joseph's prosecuting his said appeal with effect as by the said Recognizance on file may be seen.

Clays vs Nash N.136

Wright vs Brawnson No. 134

Abraham Wright of Middletown in the County of Hartford & Colony of Connecticut Yeoman Plt. vs. Joseph Brawnson late of Conway in the County of Hampshire yeoman Deft. in a plea of trespass on the Case for the said Joseph at Middletown viz at Northampton aforesd. on the twenty third day of August Last by his Note of that date for value recived promised the said Abraham to pay or cause to be paid unto him the sum of Eighteen pounds twelve Shillings merchantable Wheat to be delivered at Oliver Pomeroys at Hadley till by the sixteenth day of November then next and then Lawful Interest if not paid and the said Abraham says that he has always been ready at the said Oliver Pomeroys to receive the wheat aforesaid and that the time for the delivery thereof according to the promise aforesaid is long since passed, yet the said Joseph the often requested hath not delivered or paid the wheat aforesd. according to his promise aforesaid or any way contented the said Abraham for his said promise but unjustly neglects to do it to the damage of the said Abraham Wright twenty five pounds the Plt. appears by Caleb Strong Jr. Gent. his Attr. and the said Joseph tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the sd. Abraham do recover against the said Joseph Eighteen pounds Eighteen Shillings and nine pence of lawful money Damages & Costs of Court taxed at two pounds four Shillings & six pence, after which the sd. Joseph by William Billings Esq. his Attr. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire & for the Counties of Hampshire & Berkshire on the ~~fourth~~ last Tuesday of April next & the Recognizors with Sureties according to Law for the sd. Joseph's prosecuting his said Appeal with effect as by the said Recognizance on file appears.

Lyman vs Baber No. 138

John Lyman of Northampton in the County of Hampshire yeoman Plt. vs. Daniel Baber Jr. of Montague in the County of Hampshire yeoman Deft. in a plea of trespass on the Case for that the said Daniel at Northampton aforesaid on the Ninth day of novemb. last by his Note of that date for value recived promised the said John to pay him or Order the sum of five pounds nineteen Shillings on demand with use remaining Lawful Interest Still paid. yet the said Daniel tho often requested hath not paid the contents of the said Note to the Plt. or any part thereof but unjustly neglects to do it to the damage of the said John Lyman ten pounds. the Plt. appears by Caleb Strong Jr. Gent his Attr. and the said Daniel tho three times publickly called to come into Court doth not come but makes Default of appearance here Therefore it is Considered by the Court that the said John do recover against the said Daniel Six pounds one Shilling & four pence of lawful money Damages and Costs of Court taxed at 25/6 and said the said Daniel by William Billings Esq. his Attr. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire & for the Counties of Hampshire & Berkshire on the ~~fourth~~ last Tuesday of April next & the Recognizors with Sureties as the Law directs for the said Daniel's prosecuting this said Appeal with effect as by the said Recognizance on file appears.—

Watts vs Hill No. 137

John Watts of Worthington in the County of Hampshire yeoman Plt. vs. John Hill Jr. of Brookfield in the County of Worcester yeoman Deft. in a plea of trespass on the Case for that the sd. Hill at Northampton aforesaid on the twenty ninth day of April last by his Note of that date for value recived promised the said Watts to pay him or Order twelve pounds lawful within Six months from the date of the sd. Note and Lawful Interest from the said date till paid, yet the said Hill tho often thereto

requested hath not paid the Contents of the said Note to the Plt. or any part thereof but unjustly neglects to do it to the damage of the said Watts Sixteen pounds. the Plt. appears by Caleb Strong Jnr. Gent. his Attr. and the said Hill by moses Bliss Esq. his Attr. and move that this action may be continued, and it is Considered that the said Parties have a day & untill the third Tuesday of May next following the said second Tuesday of March aforesaid.

Paul Pain of Litchfield in the County of Litchfield and Colony of Connecticut yeoman Plt. vs. Daniel Barber late of Northampton in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Daniel at Northampton aforesaid on the twenty sixth day of September 1771 by his Note of that date for value recived promised the said Paul to pay him the sum of two pounds lawful money at or before the first day of August then next (meaning to pay the lawful Interest of the same sum from that time till paid) yet the said Daniel tho often requested hath not paid the Contents of the said Note to the Plt. or any part thereof but unjustly neglects so to do to the damage of the said Paul Pain to the Plt. appears by Caleb Strong Jnr. Gent. his Attr. and the said Daniel tho three times publickly called to come into Court does not come but makes Default of appearance Therefore it is Considered by the Court that the said Paul do recover against the said Daniel two pounds three Shillings and nine pence of lawful money Damages and Cost of Court taxed at two pounds five Shillings & two pence and thereof he may have his Execn. —— Execn. 25 Octo. 1774.

Pain vs Barber Nº. 140

James Hunt of Williamsburgh in the County of Hampshire yeoman Plt. vs. Elias Farr of that part of the Town of Northampton & part in the County of Hampshire & part in the County of Worcester the said Elias living in that part which is in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Elias at Northampton aforesaid on the twentieth day of Octr. last by his Note of hand of that date for value recived promised the said James to pay him or Order one pound ten Shillings on demand with Interest. also for that the said Elias at Northampton aforesaid on the twentieth day of Octr. last by his other Note of that date for value recived promised the said James to pay him or Order one pound seven Shillings & nine pence on demand with Interest. yet the said Elias tho often requested hath not paid the Contents of the said Notes to the Plt. or any part of either of them but unjustly neglects so to do to the damage of the said James six pounds. the Plt. appears by Caleb Strong Jnr. Gent. his Attr. and the said Elias tho three times publickly called to come into Court does not come but makes Default of appearance Therefore it is Considered by the Court that the said James do recover against the said Elias two pounds six shillings of lawful money Damages & Cost of Court taxed at two pounds nine shillings and eleven pence, and thereof &c. Execn. 25th March 1774.

Hunt vs Farr Nº. 141

Silas Farr of that part of a place called Number five which is in the County of Hampshire yeoman Plt. vs. Ebenezer Beal yeoman Reuben Beal yeoman and Abraham Beal yeoman all of that part of Number five Deft. in a plea of the Case for that the said Ebenezer Reuben and Abraham at Northampton aforesaid on the Eighteenth day of December 1773 by their Note of hand of that date for value recived promised the said Silas to pay him the sum of fourteen pounds thirteen Shillings & four pence lawful money at or before the eighteenth day of December then next after the date of said Note with Interest till paid. yet the said Defts. or either of them have not paid the Contents of said Note to the Plt. or any part thereof but unjustly neglect it to the damage of the said Silas twenty pounds. the Plt. appears by Caleb Strong Esq. his Attr. and the said Defts. by Simeon Strong Esq. their Attr. and move that this action may be continued. Therefore it is Considered that the said Parties have a day before the said Court untill the third Tuesday of May next following said second Tuesday of March aforesaid.

Farr vs Beal &c Nº. 142

Allis vs Hawley No. 143

Elisha Allis Jnr. of Hatfield in the County of Hampshire Merchant Pltf. vs John Hawley of Hadley in said County yeoman Deft. in a plea of the case for that the said John at Hatfield aforesaid on the eighth day of November Dom. 1743 by his note of hand for value received promised the said Elisha to pay to him or his Order the Sum of Ten pounds Eight Shillings and seven pence lawful money on demand with Interest till paid. yet the said John the above requested has not paid said Sum or any part thereof but wholly refuses and neglects to do it to the damage of the said Elisha Ten pounds. — the Pltf. appears by Caleb Strong Jnr. Gent. his Attorney and the said John (though he was three times publickly called to come into Court) does not come but makes Default of appearance here. Therefore it is considered by the Court that the said Elisha do recover against the said John Ten pounds seven shillings and three pence of lawful money Damages & Cost of Court taxed at One pound Six shillings & eight pence & that he have Execution &c. Exon. 28th Nov. 1744

Palmer vs Fairman No. 1444

John Davis Palmer of Worthington in the County of Hampshire yeoman Pltf. vs Samuel Fairman of Norwich in s.d County yeoman Deft. in a plea of Trespass on the Case for that the said Samuel at Murrayfield viz. at Northampton aforesaid on the thirteenth day of May last by his note of hand of that date for value received promised the said John Davis to pay him the Sum of forty nine pounds lawful money by the first day of Octob.r then next with Interest till paid. yet the said Samuel tho often requested hath not paid the Contents of the said note to the Pltf. or any part thereof but unjustly neglects to do it to the damage of the s.d John Davis fifty pounds. the Pltf. appears by Caleb Strong Jnr. Gent. his Attorney and the s.d Samuel tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said John Davis do recover against the said Samuel thirty five pounds sixteen Shillings and two pence of lawful money Damages & Cost of Court taxed at One pound Eleven Shillings and six pence. Whereupon the s.d Samuel by Samuel Fowler Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Northampton within the County of Hampshire for the Counties of Hampshire Berkshire on the last Tuesday of April next and he the said Samuel with Surety according to Law for the said Samuel prosecuting his said Appeal with effect as by the said Recognizance on file may fully appear.

Leonard's Dom. Pltf. No. 148

Most humbly shew Joseph Leonard of Westfield in the County of Hampshire Dom.r on the Estate of Joseph Lenard formerly of Springfield in the same County Gent. deced. that more than thirty years since a Settlement and distribution of all the Estate real & personal of the said deced. which had then come to the Petrs knowledge of the said Dom.r was made and all the said deced. Debts which had then appeared were satisfied since which Debts to the Amount of Eighteen pounds Eighteen Shillings & Expences of the said deced. have appeared and also real Estate of the said deced. to the value of twenty eight pounds five Shillings has come to the said Dom.r knowledge which was not distributed or Settled at the time of the aforesaid Settlement of the said Dom.r Therefore Humbly Supplicates the Interest of this Honble Court to make sale of so much of the said unadistributed real Estate as shall be sufficient to make the money for the discharge of the said Debts and the Costs of this proceeding & the trouble and expence which will be necessarily incidental to the Petrs under such decree and he as in duty bound will always pray ——

Therefore it is Ordered by the Court that the said Joseph have Licence to sell all the real Estate of the said Joseph deceas^d not distributed to pay the Debts now due from the deceased. the said Admr. observing the directions of the Law relating to such proceedings.

(Courtney's Petn for sale of Real Estate N° 146)

Humbly shews John Courtney of Chester in the County of Hampshire yeoman Admr. on the Estate of Alexander Courtney late of New Salem in said County Physician deceas^d that the Personal Estate of the said Alexander Courtney at the time of his decease amounted to one hundred and twenty six pounds nineteen Shillings & two pence three farthings and no more and that the Debts due from the said Alexander at the time of his decease amounted to two hundred & sixty five pounds four shillings & two pence three farthings. and that the Debts due from the said Alexander at the time of his decease did Exceed the said Alexanders personal Estate by the sum of sixty & eight pounds four shillings and four pence. the said Petitioner therefore prays that he may be impowered by this Honble Court according to the provision made & provided by the Laws of this Province in such cases, to make sale of so much of the Real Estate of the said deceased as shall be sufficient to answer and pay the last mentioned Sum & enable the said Petitioner to satisfy the whole of the Debts of the said deceased with Charges of Sale, as in duty bound &c.

It is therefore Ordered by the Court that the said John Courtney Admr. aforesaid have Licence to sell the real Estate of the said deceased to the value of one hundred pounds to pay the Debts due from s^d Estate which exceed the Amount of the personal Estate he observing the directions of the Law respecting this matter.

(Bliss esq. vs Gordon N° 147)

Daniel Bliss of Concord in the County aforesaid Esqr. Pltf. vs. Samuel Gordon late of Hardwick in s^d County Yeoman Deft. in a plea of Trespass on the Case for that the said Samuel on the nineteenth day of June Anno 1770 by his Note of that date at Springfield aforesaid for value received promised the Pltf. to pay him or Order two pounds six Shillings and eight pence in three months from the date aforesaid with Interest till paid. or to deliver the said Bliss ten good & thriving Sheep at his dwelling house in Rutland within three months from the date of said Note. yet the said Samuel hath not paid said Sum & the Interest nor any part thereof tho requested and altho the Pltf. has been always ready at his said dwelling house in said Rutland to receive said Sheep of the said Samuel hath not delivered them. and for that the said Samuel on the twenty first day of August Anno 1771 by his other Note of that date at Springfield for value received promised the Pltf. to pay him or Order another sum of fifty pounds one Shilling and seven pence with Interest till paid yet the said Samuel hath not paid the same or any part thereof to the damage of the said Daniel the sum of fifty pounds. The Pltf. appears by Samuel Bannar Gent. his Attorney and the said Samuel Gordon tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Daniel do recover against the said Samuel eight pounds fourteen Shillings & two pence of lawful money Damages & Costs of Court taxed at £ /

(Warner's Admr. Petn for sale of real Estate N° 148)

Humbly shews Miles Alexander of Sunderland Distillor Admr. and Mary Alexander his Wife Administratrix on the Estate of Seth Warner late of s^d Sunderland deceas^d that the Debts due from the said Seths Estate exceed the personal Estate of the said Seth by the Sum of twenty five pounds nineteen Shillings & eight pence

Warners Admr. Petr. for sale of real Estate No. 148 — hall[illegible] your Petitioners therefore pray that they may be impowered by this Honble Court to make sale of so much of the s[d] Estates real Estate as to enable them to pay the aforesaid sum and the Charges of Sale And it is thereupon Ordered that the said Miles and Mary have Leave to sell the real Estate of the said deced to the amount of thirty pounds to pay the Debts due from the Estate of the deced which said the personal Estate Observing the directions of the Law &c

Whitwell Admx. vs Fowler No. 149 — William Whitwell of Boston in the County of Suffolk Merchant and Mary his Wife Admx. of all and singular the Goods and Chattles rights and credits which belonged to Thos. Tyler late of Boston Esq. deced. who died intestate &c. vs. Bildad Fowler late of Westfield in the County of Hampshire Yeoman Deft. in a plea of trespass on the Case for that whereas he the s[d] Bildad on the ninth day of July A.D. 1772 at a place called Boston in Northampton aforesaid by his Note for value recieved promised the said Mary by the name of Mary Tyler Admx. on the Estate of Royal Tyler Esq. deced. to pay to her their or her order the sum of twenty five pounds nine Shillings and three pence Lawful money on demand with Interest (meaning the Lawful Interest thereof till paid yet the said Bildad the said twenty five pounds nine Shillings & three pence or any part thereof either to the said Mary in her said Capacity while sole or to the said William and Mary since the Espousals celebrated between them hath not paid altho he has been by them often thereto requested but he has hitherto wholly refused and still refuses to do it to the damage of the said William and Mary thirty pounds. The Pltfs. appear by Joseph Hawley Esq. their Atty. and the said Bildad tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said William & Mary do recover against the said Bildad twenty pounds ten Shillings & Eleven pence of Lawful money Damages and Cost of Court taxed at two pounds Sixteen Shillings and Six pence & thereof &c. Execn. is[d] 31st March 1774.

Morgan & al[s] for a Scire facias No. 150 — Stephen Morgan of Springfield in the County of Hampshire Yeoman humbly Shews that at an Inferiour Court holden at Springfield on the last Tuesday of August last he recovered against Mary Winchester late of Brookline in the County of Suffolk Widow & Relict of Isaac Winchester late of said Brookline Yeoman deced. & Admx. on his Estate and in that Capacity the sum of ten pounds Sixteen Shillings and four pence damages & two pounds one Shilling and eight pence Cost of Suit to be levied of the Goods & Estate which were of the said Isaac at the time of his Death and in the hands of the said Mary to be administred, that on the twenty seventh day of September last he sued out a Writ of Execn. on the Judgment aforesaid in form aforesaid as by Law of this Province is provided & on the same day delivered the same to Stephen Greenleaf Esq. Sheriff of s[d] County of Suffolk (to whom it was directed) to execute and return according to Law. that the said Mary hath waste the Goods & Estate of the said Isaac that were in her hands to be administred so that the said Sheriff could find none to satisfy the Judgment & Execn. aforesd. and therefore made Return thereon & the said Mary accordingly, he therefore prays this Honble Court that a Scire facias may be issued against the said Mary that She may appear before the next Inferiour Court to be holden at said Springfield on the third Tuesday of May next then and there to Shew cause if any She has why Execn. should not be awarded against her of her own proper Goods & Estate and in want thereof against

ner Body for the Damages and Cost aforesaid with the additional Costs of this Writ and as in Duty bound &c. And it is Ordered by the Court that the said Stephen have a Scire facias awarded &c.

The Case John Risser ag.t Thomas Smith No. 85 of this Term which is referd with other demands &c as may be seen on the Docket, is not recorded, the original Writ having been delivered together with the rule, to the plt.s Att.y for the use of the Referees, and not being returned into Court —

The foregoing Judgments Orders &c were made and entered up in Manner aforesaid and the said Court was then adjourned without Day —

Att.t W.m Williams Clerk —

Hampshire ss Anno Regni Georgii Tertii Regis Magnae Britaniae Franciae & Hiberniae decimo Quarto.

At his Majesty's Inferiour Court of Common Pleas holden at Springfield within and for the County of Hampshire on the third Tuesday of May being the twentieth day of the said month Anno Domini 1771

Present
Israel Williams Esq.
Oliver Partridge Esq.
Timothy Dwight Esq.
Thomas Williams Esq.
Justices of s.d Court

Jury of Trials
s.d Gad Lord foreman
s.d Samuel Stubbens
Hatf.d Daniel Bagg Jnr.
Hatf.d Moses Dewey Jnr.
Wil. Pinchas Hibbens
Brim. Nicholas Holbrook
Blan. Silas Noble
Sunth. Wait Still Dickinson
Mon. Richard Bird
s.d Brim. Nehemiah Rudham
Southw. Martin Read

s.d de tal. John Burt this Juror was Returned by Venire but there some dispute in the Box was thought not a Lawful Juror & returned as a Talis man.

de Tal. Reuben Bliss on & John Burt off in Harris et al, vs, Morris.

Cont.d Actions

William Pynchon of Salem in the County of Essex Esq. & others Pltf.s vs. Samuel Glover of Wilbraham in the County of Hampshire yeoman Deft. in a plea of Entry on Disseisin &c as on Record heretofore the Parties appear by their respective Attys viz the Pltf.s by John Worthington Esq. and the Deft. by Jonathan Bliss Esq. and move for a further Continuance of this action and it is Considered that the said Parties have a day &c until the last Tuesday of August next following said third Tuesday of May aforesaid. — Pynchon Esq. vs Glover

James Warriner of Wilbraham in the County of Hampshire yeoman Pltf. vs. Samuel Glover of s.d Wilbraham yeoman Deft. in a plea with force and Arms &c as at large on Record heretofore. the Pltf appears by John Worthington Esq. his Attys and moves for a further Continuance of this action, and it is Considered that the said Parties have a day &c until the last Tuesday of August next following said third Tuesday of May aforesaid. — Warriner vs Glover

Joel White Esq. of Bolton in the County of Stafford and Colony of Connecticut & Eunice his Wife late Eunice Gray Pltf.s vs. Martha Miller of Springfield in the County of Hampshire Widow Executrix of the last Will and Testament of John Miller the s.d late of said Springfield deceased. Deft. in a plea of Covenant broken &c as at large on Record heretofore. the Pltf.s by Moses Bliss Esq. their Attys and the Deft. by Justin Ely jun.r Att.y come here and plead this case to a final determination in part & Thomas Stubbens (the Gentlemen first appointed not being able to attend on the Business) and the said Parties have a day &c accordingly until the last Tuesday of August next following said third Tuesday of May aforesaid. — White vs Miller Ex.r

Thomas Day of Springfield in the County of Hampshire yeoman Pltf. vs. David Leonard of Springfield aforesaid yeoman late a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of s.d County Deft. in a plea of Repli- — Day vs Leonard

Day vs Leonard } Septemr as on Record heretofore. And now the Plt. appears by John Worthington and Jonathan Bliss Esqrs his Attys and the said David by Simeon Strong Esq. and Justin Ely Gent. his Attys comes in to Court and defends the force & injury when &c and says that at the time of taking the Oxen & Geldings aforesaid above supposed to be the property of them Oxen and Geldings was in one Luke day Jr. yet living without that the property of the s? Oxen & Geldings at the said time of the taking of them was in the said Thomas Day as he by his Writ and Declaration above thereof supposes and this he is ready to verify. wherefore he prays Judgment of the Writ & Declaration aforesaid and a Return of the Oxen & Geldings aforesaid to be awarded to him. — and the said Thomas says that his Writ and Declaration aforesaid ought not to be quashed because he says that the property of the Oxen & Geldings aforesaid at the time of taking them was in the said Thomas in manner and form as he by his Writ & declaration aforesaid above thereof hath alleged to wit at Springfield aforesd; and this he prays may be enquired of by the Country.
and the said David likewise.

Therupon the Jurors of the Jury impanelled to try the issue joined between the parties aforesaid being duly sworn to try the same according to their oaths say that the property of the Oxen & Geldings aforesaid at the time of taking them was in the said Thomas in manner and form as he by his Writ & declaration aforesaid above thereof hath alleged to wit at Springfield aforesd; and they prays may be enquired of by the Country.
and the said David likewise.

Therupon the Jurors of the Jury impanelled to try the issue joined between the parties aforesaid being duly sworn to try the same according to their oaths say that the property of the Oxen & Geldings aforesaid at the time of the taking of them was in the said Thomas Day as he by his Writ & Declaration above thereof supposes and this he is ready to verify. wherefore he prays Judgment of the Writ & Declaration aforesaid and a Return of the Oxen & Geldings aforesaid to be awarded to him. — and the said Thomas says that his Writ and Declaration aforesaid ought not to be quashed because he says that the property of the Oxen & Geldings aforesaid at the time of taking them was in the said Thomas in manner and form as he by his Writ & declaration aforesaid above thereof hath alleged to wit at Springfield aforesd; and they prays may be enquired of by the Country.
and the said David likewise.

Therupon the Jurors of the Jury impanelled to try the issue joined between the parties aforesaid being duly sworn to try the same according to their oaths say

Bildad Fowler of Westfield in the County of Hampshire yeoman Pltf. vs. James Fowler
Lawis of Lanesborough in the County of Berkshire yeoman Deft. in a plea vs
of the Case &c as at large on Record at last Term. the Pltf. appears by Samuel Lawis
Fowler Esqr. his Attr. and the said James by John Phelps Esqr. his Attr. comes
into Court and defends the force & Injury when &c and prays that he may be pro-
mitted the Pltf. in manner as above he hath alledged against him and thereof
puts himself on the Country. And the Pltf. likewise.
Thereupon the Jurors of the Jury agreable to the form and effect of the Statutes
in this Case made and provided now at this time Returned and impannelled being demanded likewise come who to say the truth concerning the pre-
misses being duly Sworn declare upon their Oath that the said James owe-
th not promised in manner and form &c. Therefore it is considered by
the Court that the said James do recover against the said Bildad Costs
of Court taxed at two pounds fifteen Shillings. the said Bildad by
Moses Bliss Esq. appeals from the Judgment of this Court to the Supe-
rior Court of Judicature &c next to be holden at Springfield within
the County of Hampshire and for the Counties of Hampshire & Berk-
shire on the Fourth Tuesday of September next and he recognizes with Sure-
ties as the Law directs for the said Bildad prosecuting his Appeal with
effect as by the said Recognizance on file may be seen. —

Joel Ely yeoman & Enoch Chapin Gent. both of Ely & al
Springfield in the County of Hampshire Pltfs. vs. Seth Burbank of said vs
in said County yeoman Deft. in a plea of the Case &c as on Record at last Burbank
Term. the Pltfs. appear by Justin Ely Gent. their Attr. and move that this
action may be continued and the Deft. consenting, it is Considered by
the Court that the said Parties have a day be until the last Tuesday of
August next following said third Tuesday of May aforesaid.

John Mixer vs. Thomas Smith Recorded Mixer
at the Close of the Records of this Term. — vs
Smith

Daniel Harris yeoman and John Burt Jr. yeoman Harris &
both of Springfield in the County of Hampshire Pltfs. vs. Aaron Stores Han- al
over in the County of Grafton in the Province of New Hampshire Inn- Storrs
holder otherwise called Aaron Storrs of the County of Grafton in the Province
of New Hampshire Deft. in a plea of Covenant broken &c as at large on Record
at last Term. the Pltfs appear by Eleazr Worthington & Jonathan Bliss Esqrs. their
Attr. and the said Aaron by Caleb Rawley & Simeon Strong Esqr. his Attr. comes
and defends the force and says that the above named Burt & Harris ought not
to have their action maintained of the matters above Declared against him the
said Aaron says that he has fully performed and kept all his Covenants above
declared of. and thereof puts himself upon the Country &
And the said Daniel and John likewise. Thereupon the Jurors of
the Jury agreable to the form and effect of the Statutes in this Case made and
provided now at this time Returned and impannelled being demanded like-
wise come who to say the truth concerning the premises being duly Sworn
declare upon their Oath that the said Aaron hath broken his Covenant
& and assess the damages of the Pltfs to two hundred and Sixty pounds.
Therefore it is Considered that the said Daniel and John do recover against
the said Aaron two hundred and Sixty pounds of lawful money Damages
and Costs. the said Aaron by Simeon Strong Esqr. his Attr. appeals from the
Judgment of this Court to the Superiour Court of Judicature &c next to be
holden Springfield within the County of Hampshire and for the Counties
of Hampshire and Berkshire on the Fourth Tuesday of September next and he
recognizes with Surties as the Law directs for the said Aaron prosecuting his
said Appeal with effect as by the Recognizance on file appears. and the said

Harris vs Hems

said Daniel and John ~~the~~ their by Jonathan Bliss Esq. their Att. Appeal from the Judgment of this Court to the Superior Court of Judicature &c next to be holden at Springfield within the County of Hampshire aforesaid for the Counties of Hampshire & Berkshire on the ~~fourth~~ last Tuesday of ~~August~~ next and he the Recognizors with Surties as the Law directs for the said Daniel and John prosecuting their said Appeal with effect as by the said Recognizance on file may appear.

Worthington vs Pease

Jonathan Worthington of Springfield in the County of Hampshire yeoman Pltf. vs. Joseph Pease of Suffield in said County Trader Deft. in a plea of trespass on the Case &c as at large on Record at last Term. the Pltf. appears by Jonathan Bliss Esq. his Attr. and the Defendant by moses Bliss Esq. his Attr. and prays for this action to the final Determination & Award of Col. Elijah Dyer or Capt. Aaron Hitchcock and Capt. Luke Bliss ~~or any two of them~~ and the said Parties have a day accordingly ~~to~~ the last Tuesday of August next following said third Tuesday of May aforesaid.

Gay vs Austin

Gay of Hampshire yeoman Pltf. vs. Daniel Austin of Suffield in said County Gent. Deft. in a plea of the Case &c as on Record of last Term the Pltf. appears by Moses Bliss Esq. his Attr. and ~~moves~~ that this action may be continued and the Defendant consenting thereto it is Considered by the Court that the said Parties have a day until the last Tuesday of August next following said third Tuesday of May aforesaid.

Drake vs Talley

Moses Drake of Westfield in the County of Hampshire yeoman Pltf. vs. Richard Talley of ~~?~~ Westfield yeoman Deft. in a plea of Trespass &c at large on Record of last Term. the Pltf. appears by John Phelps Gent. his Attr. and the said Richard by John Worthington Esq. his Attr. & move that this action may be continued and it is Considered that the Parties have a day accordingly until the last Tuesday of August next following said third Tuesday of May aforesaid.

Pettibone vs Munsen

Elias Pettibone of Simsbury in the County of Hartford and Colony of Connecticut Gent. Pltf. vs. Ephraim Munsen of Granville in the County of Hampshire yeoman Deft. in a plea of the Case &c as on Record of last Term. the Pltf. appears by John Phelps Gent. his Attr. and the said Ephraim the three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Elias do recover against the said Ephraim Six pounds nine Shillings of lawful money Damages and Cost of Court taxed at two pounds fourteen Shillings and five pence and thereof he may have his Action. Execution 9th May 1781.

Watts vs Hill

John Watts of Worthington in the County of Hampshire yeoman Pltf. vs. John Hill 2nd of Brookfield in the County of Worcester yeoman Deft. in a plea of trespass on the Case &c as on Record of last Term. the Pltf. appears by Caleb Strong Esq. his Attr. and the said Hill the three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Watts do recover against the said Hill twelve pounds fifteen Shillings & three pence of lawful money Damages and Cost of Court taxed at two pounds three shillings and two pence, after all which the said Hill by Moses Bliss Esq. his Attr. comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~fourth~~ Tuesday of September next and the Recognizors with Surties as the Law directs for the said Hill's prosecuting his said Appeal with effect as by the said Recognizance on file Appears.

Silas Farr of that part of a place called Number five which lies in the County of Hamp-
shire yeoman Pltf. vs. Ebenezer Beal yeoman Reuben Beal yeoman & Abraham Beal Farr
yeoman all of that part of s.d Number five which lies in s.d County Defts. in a plea vs
of the Case &c as at large on Record hereto fore &c. the Pltf appears by Caleb Strong Esq. Beal et al
his Attr. And the said Ebenezer Reuben and Abraham by Joseph Hawley Esq their Attr.
come and defend &c and reserving to themselves the liberty of altering their plea
and pleading anew at the Trial of the Appeal say the Bond above declared on
is not their Deed and thereof put themselves on the Country. And the said Silas
consenting to the Reservation aforesaid says that the plea aforesaid of the s.d Ebenezer
Reuben and Abraham in manner and form above pleaded and the matters
therein contained are an Insufficient Answer to the Pltfs Declaration and that
he is not bound by Law to answer thereto wherefore for want of a sufficient plea
the said Silas prays Judgment for his Damages and Judgment for his Costs
and the s.d Ebenezer Reuben and Abraham say their plea is sufficient.—
Thereupon all and singular the premises being seen and by the Court of the
Lord the King now here fully understood for that it appears to the s.d Court
that the plea aforesaid of the said Ebenezer Reuben & Abraham by them above
pleaded and the matters therein contained are an Insufficient Answer to the
Declaration aforesaid of the said Silas and ought not to preclude the said Silas
from having and maintaining his action aforesaid and because the s.d Ebenezer
Reuben and Abraham have not denied in any manner the aforesaid Action
and plea of the said Silas. Therefore it is Considered that the said Silas do recover
against the said Ebenezer, Reuben, and Abraham Sixty pounds one Shilling
and four pence of lawful money Damages and Costs of Court taxed at two
pounds nineteen Shillings and ten pence & thereof do the said Ebenezer
Reuben and Abraham by their Attr aforesaid appeal from the Judgment
of this Court to the Superiour Court of Judicature &c next to be holden at
Springfield within the County of Hampshire and for the Counties of Hamp-
shire and Berkshire on the fourth Sunday of Septemb.r next and to Prose-
cute with Effect according to Law the said Ebenezer Reuben and Abraham
prosecuting their said Appeal with effect as by the said Recognizance appears.

Micah Whitney of Wellington in the County of Hart- Whitney
ford and Colony of Connecticut Husbandman Pltf. vs. Jason Whitney of Bowin vs
the County of Middlesex yeoman Deft. in a plea of trespass on the Case Whitney
for that the said Jason on the twenty first day of May A.D 1769 by his note No 1
promised the Pltf. to pay him sixty pounds 13/4 Lawful money in two years
from the date of said Note with Interest till paid, yet the said Jason hath
not paid the same but neglects it to the damage of the said Micah £150:0:0
the Pltf. being three times publickly called in Court did the Pltf. [illegible]
in his proper person and moves that he may be allowed his Costs, and it is Considered that
the said Jason do recover against the said Micah Costs of Court taxed at five
pounds Seven Shillings and nine pence &c. Exon. 27th May 1774.

Quartus Pomeroy of Northampton in the County of Hamp- Pomeroy
shire Blacksmith Pltf. vs. Downing Warner & Rufus Kellogg both late of Williams- vs
burgh in said County yeomen Defts. in a plea of Trespass on the Case for that whereas Warner et
they the said Downing and Rufus on the tenth day of December Anno D.ni 1771 at Northamp- al No 2
ton aforesaid by their Note of Hand under their hands signed promised the said Quartus to pay him or
his Order four pounds Lawful money on demand with the Lawful Interest thereof
till paid. yet the said Downing and Rufus or either of them have not paid the
Contents of the said Note nor any part thereof to him the said Quartus although
they have been by him often thereto requested but they have & each of them wholly
refused and still refuse to do it to the damage of the said Quartus six pounds the

Pomeroy vs Warner et al No 2 — the Pltf. appears by Joseph Hawley Esq. his Attr. and the said Dawning & Rubell the three times publikly called to come into Court & return their Writt make default of appearance here. Therefore it is Considered by the Court that the said Quartus do recover against the said Dawning & Rubell four pounds eleven Shillings and nine pence of lawful money Damages and Costs of Court taxed at one pound fifteen Shillings & Eight pence and thereof he may have his Execn. Execn. is. 13th June 1774. —

Barber vs Ball et al No 3 — Joseph Barber of Warwick in the County of Hampshire Cordwainer Pltf. vs. James Ball Gent. Mudad Pomeroy Physician and Ezra Gorant yeoman all of s. Warwick Deftr. in a plea of trespass wherein the said Joseph complains of them the said James Mudad and Ezra for this for that they on the fourth day of Febry last with force and arms on him the said Joseph at Warwick aforesaid did make an assault and him the said Joseph did then and there beat wound & ill treat and imprison and him imprisoned there and at divers other places in said County of Hampshire for a long time viz. for the space of four weeks from thence next ensuing without any reasonable & lawful cause and against the Law and Custom of this his Majesty's Province of the Massachusetts Bay in New England and until the said Joseph paid to them the s. James Mudad and Ezra the sum of three pounds of lawful money to obtain his liberty did detain and other outrages then and there against him and at divers other places in said County of Hampshire committed against the Peace of our Lord the King and to the damage of the said Joseph four hundred and fifty pounds, the Pltf. appears by Joseph Hawley Esq. his Attr. and the Deftr. by Sam. Worthington & Simeon Strong Esqrs. severally plead that they are not Guilty in manner & form &c and put themselves on the Country and the said Joseph likewise. Thereupon the Jurors of the Jury aforesaid to the form and effect of the Statutes in this Case made & provided now at this time Returned and Impannelled being demanded likewise to say the truth concerning the premises being duly Sworn declare upon their oath that the said Deftr. are not Guilty in manner & form &c Therefore it is Considered by the Court that the said James Mudad & Ezra do recover against the said Joseph Costs of Court taxed at Eight pounds thirteen Shillings and Sixpence. The said Joseph by his Counsel appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next and he recognizes with Surties according to Law for the s. Joseph's prosecuting his said Appeal with effect as by the said Recognizance on file appears.

Kellogg's Extrs. vs Fitch No 4 — Daniel Kellogg of Amherst in the County of Hampshire yeoman Gardner Kellogg & Miles Kellogg of Hadley in s. County of Hampshire yeomen Extrs. of the Last Will and Testament of Nathaniel Kellogg late of Hadley aforesaid Gent. deceased. Pltfs. vs. Ephraim Fitch late of Egremont in the County of Berkshire Gent. Deft. in a plea of trespass on the Case for that the the said Ephraim on the 16th day of October A.D. 1765 at a place called Shelpits in Springfield aforesaid by his Note for value received promised the said Nathaniel their alive to pay him the Sum of two pounds lawful money upon demand with Interest meaning the lawful Interest thereof till paid. yet the said Ephraim has not paid the Contents of the said Note nor any part thereof to him the said Nathaniel while alive nor to the s. Daniel Gardner and Miles or either of them since the death of the s. Nathaniel although he

he has been by them often thereto requested but he has hitherto wholly refused and still refuses to do it to the damage of the said Daniel Gardiner & Trespass Six pounds. the Pltf. appears by Joseph Hawley Esq. his Attr. and the said Ephraim being three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Daniel Gardiner and recover against the said Ephraim three pounds and Seven pence of lawful money Damages and Cost of Court taxed at One pound Seventeen Shillings & ten pence and that they may have their Execn. — — — — — Execn. is. 13th June 1774.

William Holt of Palmer in the County of Hampshire Gent. Pltf. vs James Nevins of Greenwich in s.d County yeoman Deft. in a plea of the Case for that the said James at said Springfield on the Eighth day of Novemb.r A.D. 1773 by his Note of that date for value rec.d promised said William to pay him or his order the Sum of twenty five pounds one Shilling and ten pence on demand with Interest till paid. yet the said James tho often requested hath never fulfilled his s.d promise but neglects to do it to the damage of the said William thirty five pounds the Pltf. appears in his own proper person and the said James tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said William do recover against the said James twenty five pounds Seventeen Shillings and Eleven pence of lawful money Damages and Cost of Court taxed at one pound twelve Shillings and three.d. Execn. is. May 27th 1774. — —

Holt vs Nevins

David Dickinson of Deerfield in the County of Hampshire Gent. Pltf. vs. John Brigham of Montague in said County yeoman deft. in a plea of the Case for that the said John at said Deerfield on the twenty second day of October A.D. 1772 by his Note of that date for value received then and there promised the said David to pay him or Order five pounds Eight Shillings and Seven pence on demand with lawful Interest for the same till paid. also for that whereas the said David at said Deerfield on and before the same twenty second day of October aforesaid at the special Instance and request of the said John sold and delivered to the said John Sundry Goods Wares and Merchandizes according to the Act. annexed to the Writ in Consideration whereof the said John then and there promised the said David to pay him so much money as the same Goods &c at the time of the sale and delivery thereof were reasonably worth whenever he the said John should be thereto required with lawful Interest for the same from and after six months from the sale and delivery thereof till paid. and the said David says that the said Goods &c at the time of the sale and delivery thereof were reasonably worth one pound six Shillings and ten pence one farthing yet the said John tho often requested hath never performed either of his said promises but unjustly neglects and wholly refuses to do it to the damage of the said David nine pounds. the Pltf. appears by Jonathan Ashley Esq. his Attr. and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said David do recover against the said John Seven pounds Seven Shillings and five pence of lawful money Damages and Cost of Court taxed at Two pounds one Shilling and one penny & three.d. Execn. is. 27th May 1774

Dickinson vs Brigham

Benjamin Holt of Hadley in the County of Hampshire Gent. Pltf. vs Samuel Thomson of s.d Hadley yeoman deft. in a plea of the Case for that the said Samuel at said Hadley on the twenty third day of November A.D. 1772 by his Note of that date for value rec.d promised the said Thomson to pay him or Order six pounds at or before the first day of

Holt vs Murdock

Colt vs Murdock No. 8

of November then next after the date of said Note with Lawful Interest for the same till paid, afterwards to wit on the same Eighth day of November Inst. the Def. died of said Note being then wholly due and unpaid the said James then and there for value of the said Benjamin received Indorsed over the said Note to the said Benja. and by his Indorsement on the back of said Note with his own hand Subscribed ordered the Contents of said Note to be paid to the said Benjamin according to the tenor thereof all which the said Samuel then and there instantly had Notice and so became liable to pay the Contents of said Note to the s. Benja. according to the tenor thereof and being so liable then and there promised the said Benja. to pay him the Contents of said Note according to the tenor thereof. yet the said Samuel altho often requested hath never paid the same or any part of the Contents of said Note according to the tenor thereof but unjustly neglects and wholly refuses to do it to the damage of the said Benja. ten pounds. the Plt. appears by Jonathan Ashley Esq his Atty. and the said Samuel tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Benja. do recover against the said Samuel Six pounds Seven Shillings & Seven pence of Lawful money Damages and Cost of Court taxed at One pound Seventeen Shillings and Eleven pence & thereof &c. Execn. id. 27th May 1774

---

allis vs Wait No. 9

Lewis Allis of Conway in the County of Hampshire yeoman Plt. vs. Seth Wait of Ashfield in s. County yeoman Deft. in a plea of the Case for that the said Seth at Conway aforesaid on the thirtieth day of October Dr 1772 by his Note of that date for value received then and there promised the said Lewis to pay him Seven pounds at or before the thirteenth day of March then next after the date of said Note with Lawful Interest for the same till paid. yet the said Seth tho often requested hath never paid the same or any penny thereof but unjustly neglects and wholly refuses to do it to the damage of the said Lewis twelve pounds the Plt. appears by Jonathan Ashley Esq. his Atty. and the s. Seth tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Lewis do recover against the said Seth Seven pounds four shillings and Seven pence of Lawful money Damages & Cost of Court taxed at two pounds & nine pence & thereof &c. Execn. id. 27th. May 1774

Ashley Esq. vs Purdam No. 10

Jonathan Ashley Esq. of Deerfield in the County of Hampshire Plt. vs. Seth Wait of Ashfield in said County yeoman Deft. in a plea of the Case for that the said Seth at said Deerfield on the nineteenth day of Jan. last past by his Note of that date for value received promised the said Jonathan to pay him or Order three pounds Eighteen Shillings and Eleven pence on demand with Lawful Interest for the same till paid. yet the said Seth tho often requested hath never paid the same nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said Jonathan Seven pounds. the Plt appears in his own proper person and the said Seth tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Jonathan do recover against the said Seth four pounds and five pence of Lawful money Damages and Cost of Court taxed at two pounds two Shillings & three pence & thereof &c. Execn. id. 27th May 1774

Samuel Hinsdale of Greenfield in the County of Hampshire yeoman Plt. vs. Elias Dickinson of Conway in said County yeoman Deft. in a plea of the case for that the said Elias at said Greenfield on the ninth day of January A.D. 1771 by his note of that date for value received then and there promised the said Samuel to pay him or order four pounds fifteen shillings at or before the first day of June then next after the date of said note with lawful Interest for said sum from said first day of June aforesaid till paid. yet the said Elias tho often requested and altho the time set and limited in said note for the payment of said sum is long since past hath never paid the same nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said Samuel Eleven pounds &c. the Plt. appears by Jonathan Ashley Esq. his Att. and the said Elias tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Samuel do recover against the said Elias five pounds Eleven shillings and ten pence of lawful money Damages and Costs of Court taxed at two pounds and three shillings &c. and now the said Elias by William Billings Esq. his Att. comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next and he recognizes with Sureties according to Law for the said Elias's prosecuting his said Appeal with effect as by the said Recognizance on file may be seen. (Hinsdale vs Dickinson No 11)

David Dickinson of Deerfield in the County of Hampshire Gent. Plt. vs. Elisha Burnham of Bernardston in s.d County yeoman Deft. in a plea of the case for that the said Elisha at said Springfield on the fifteenth day of November A.D. 1773 by his Note of that date for value received promised the said David to pay him or Order five pounds Eight Shillings by the first day of May then next after the date of said note with lawful Interest for the same from the date of s.d Note till paid. yet the said Elisha tho often requested hath never paid the same nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said David Nine pounds. The Plt. appears by Jonathan Ashley Esq. his Att. and the said Elisha tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said David do recover against the said Elisha five pounds Eleven Shillings and four pence of lawful money Damages and Cost of Court taxed at two pounds two Shillings and five pence and thereof &c. Execution &c. 27th May 1774. (Dickinson vs Burnham. No 12)

David Dickinson of Deerfield in the County of Hampshire Gent. Plt. vs. David Whitney of Conway in s.d County yeoman Deft. in a plea of the case for that the said Whitney at said Deerfield on the twenty eighth day of Jany A.D. 1771 by his note of that date for value received then and there promised the s.d David Dickinson to pay him or Order three pounds twelve Shillings on demand with lawful Interest for the same till paid. also for that the said David Whitney at said Deerfield on the Seventeenth day of December A.D. 1773 by his other note of that date for value received then and there promised the said Dickinson to pay him or Order one other Sum of three pounds four Shillings and five pence on demand with lawful Interest for the same till paid. also for that the said Whitney at s.d Deerfield on the thirtieth day of April last past by his other note of that date for value received then and there promised the said Dickinson to pay him or Order one other Sum of twelve pounds nine Shillings and five pence on demand with lawful Interest for the same till paid. yet the said Whitney tho often requested hath never paid the same nor any part thereof but unjustly neglects & wholly re- (Dickinson vs Whitney No 13)

Dibinson vs Whitney No. 13

refuses to do it to the damage of the said Dibinson twenty five pounds.— the Plt. appears by Jonathan Ashley Esq. his Attr. and the said Whitney tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Dibinson do recover against the said Whitney twenty pounds two shillings and five pence of lawful money Damages & Cost of Court taxed at two pounds and nine pence. and now the said Whitney by William Billings Esq. his Attr. comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next & he the recognizes with Surety according to Law for the said Whitney's prosecuting his said Appeal with effect as by the said Recognizance on file appears—

Eames vs Shattuck No. 14

James Eames of Montague in the County of Hampshire yeoman Plt. vs. William Shattuck of s. Montague yeoman Deft in a plea of the Case for that the said William at s. Montague on the sixth day of October D 1772 by his note of that date for value received then & there promised the said James to pay him Seven pounds by the first day of May then next after the date of said note yet the said William the often requested hath never paid the same nor any part thereof but unjustly neglects and wholly refuses to do it to the damage of the said James Eight pounds. the Plt. appears by Jonathan Ashley Esq. his Attr. and the said William tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said James do recover against the said William Seven pounds Eight Shillings & nine pence of lawful money Damages and Cost of Court taxed at two pounds. — after all which the said William by William Billings Esq. his Attr. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next and he recognizes with Surety as by the said Recognizance on file appears

White vs Bolton No. 15

Silas White of Colrain in the County of Hampshire yeoman Plt. vs. Hugh Bolton of said Colrain yeoman Deft. in a plea of the Case for that the said Hugh at said Colrain on the fourteenth day of June D 1773 by his note of that date for value received then and there promised the said Silas to pay him or order five pounds on demand with lawful Interest for the same till paid, yet the said Hugh tho often requested hath never paid the same nor any penny thereof but unjustly neglects and wholly refuses to do it to the damage of the said Silas Eight pounds. the Plt. appears by Jonathan Ashley Esq. his Attr. and the said Hugh tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Silas do recover against the said Hugh two pounds three Shillings and Seven pence of lawful money Damages & Cost of Court taxed at two pounds Six Shillings & one penny & this [illegible] 27th May 1774

Shattuck vs Wait No. 16

Oliver Shattuck of Deerfield in the County of Hampshire yeoman Plt. vs. Seth Wait of said Deerfield in said County yeoman Deft. in a plea of the Case for that the said Seth at said Springfield on the twelfth day of January last past by his note of that date for value received then & there promised the said Oliver to pay him three pounds Eighteen Shillings &

four pence on or before the first day of May then next after the date of s^d Note. yet the said Silth tho often requested hath never paid the same or any part thereof but unjustly neglects and wholly refuses to do it to the damage of the P^t Oliver Severens the Plt. appears by Jonathan Ashley Esq. his att^r and the s^d Silly tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Oliver do recover against the said Silly three pounds Eighteen Shillings & Seven pence of lawful money Damages and Cost of Court taxed at two pounds and nine pence and thereof he may have his Exon. Exon. d^d 27th May 1774.

Silas Crosby of Conway in the County of Hampshire yeo^man Plt vs. Timothy Rice of s^d Conway yeoman Deft. in a plea of the Case for that said Timothy at s^d Conway on the twenth day of March last past by his Note of that date for value recived then and there promised the said Silas to pay him or Order Eleven pounds two Shillings & eight pence on demand with lawful Interest for the same till paid. yet the said Timothy tho often requested hath never paid the same nor any penny thereof but unjustly neglects and wholly refuses to do it to the damage of the said Silas Fourteen pounds. the Plt. appears by Jonathan Ashley Esq. his att^r and the said Timothy tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Silas do recover against the said Timothy Eleven pounds five Shillings and three pence of lawful money Damages & Cost of Court taxed at two pounds and nine pence. And now the said Timothy by Samuel Barnard Gent. his att^r comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Springfield within the County of Hampshire & for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he Recognizes with Sureties as the Law directs for their s^d Timothy's prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Crosby vs Rice No 17

William Taylor of a place called Mayfield in the County of Hampshire yeoman Plt. vs. James Taft of Shelburne in s^d County yeoman Deft. in a plea of the Case for that the said James at s^d Shelburne the first day of Jany last past by his Note of that date for value recived then and there promised the said William to pay him or Order three pounds Sixteen Shillings and four pence on Demand with lawful Interest for the same till paid. yet the said James tho often requested hath never paid the same nor any part thereof but unjustly neglects & wholly refuses to do it to the damage of the said William Eight pounds. the Plt. appears by Jonathan Ashley Esq. his att^r and the said James tho three times publickly called to come into Court doth not come but makes Default of appearance here Therefore it is Considered by the Court that the said William do recover against the said James three pounds Eighteen Shillings of lawful money Damages and Cost of Court taxed at two pounds Eight Shillings & three pence and thereof he may have his Exon. & Exon. d^d 27th May 1774.

Taylor vs Taft No 18

Luci Kemp of Shelburne in the County of Hampshire yeoman Plt. vs. John Heaton of Shelburne aforesaid yeoman Deft. in a plea of the Case for that the said John at s^d Shelburne on the second day of May Instant by his Note of that date for value recived then and there promised the s^d Luci to pay him or Order three pounds nine Shillings on dem and with lawful Interest for the same till paid. yet the said John tho often requested hath never paid the same nor any part thereof but unjustly neglects & wholly refuses to do it to the damage of the said Luci Eight pounds. the Plt. appears by So-

Kemp vs Heaton No 19

Kemp vs Heaton No. 19

Jonathan Ashley Esq. his Att.y and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance Wherefore it is Considered by the Court that the said Levi do recover against the said John three pounds nine Shillings and two pence of lawful money Damages and Costs of Court taxed at two pounds four Shillings and ten pence and thereof &c. Execn. is? 24th May 1774.

Allis Jr. vs Wing - No. 20

Elisha Allis Jr.? of Hatfield in the County of Hampshire Pltf. vs. John Wing of Conway in s.? County yeoman Deft. in a plea of the case for that the said John at Conway aforesaid on the first day of July A.D. 1773 by his note for value recived promised the said Elisha to pay to him or his Order the Sum of two pounds four Shillings and ten pence ½ lawful money on demand with Interest till paid. likewise Sundry Merchandizes to the value of fifteen Shillings & seven pence lawful money with the Interest which he had the 23. day of June A.D. 1773. yet the said John tho often requested has not paid s.? Sum nor any part thereof but wholly refuses and neglects to do it to the damage of the said Elisha six pounds. the Pltf. appears by Jonathan Ashley Esq. his Att. and the said John tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Elisha do recover against the said John three pounds three Shillings & five pence of lawful money Damages and Cost of Court taxed at one pound Sixteen Shillings and ten pence and thereof &c. Execn. is? 24th May 1774. —

Fowler vs Holcomb No. 21

Bildad Fowler of Westfield in the County of Hampshire yeoman Pltf. vs. Ezra Holcomb of Simsbury in the County of Hartford and Colony of Connecticut yeoman Deft. in a plea of the case for that the said Ezra at s.? Springfield on the Eighteenth day of July A.D. 1763 by his Note of that date for value then recived promised said Bildad to pay him or his Order the Sum of three pounds two Shillings & one halfpenny lawful money (on demand) with use (meaning Lawful Interest) for the same Sum until paid and also for that the said Ezra at s.? Springfield on the thirtieth day of August A.D. 1762 by his other Note of that date last above mentioned for value recived promised said Bildad to pay to him the Sum of twelve Shillings lawful money on Demand with Interest therefor until paid. and also for that the s.? Ezra at said Springfield on the fifth day of November A.D. 1760 by one other Note of the date last above mentioned for value recived promised the s.? Bildad to pay to him the Sum of seven Shillings & six pence Lawful money's worth in Pork or Grain by (the or else) the first day of April then next ensuing the date of said last mentioned Note and if not paid at that time then Interest therefor until paid. and the said Bildad in fact saith that he has been always ready at Springfield aforesaid to recive of s.? Ezra the Contents of said last mentioned Note in Pork or Grain. and also for that the s.? Bildad at said Springfield on the last day of December last past had at the Instance & Special request of said Ezra sold and delivered to him the said Ezra Sundry Goods Wares & Merchandizes of him the said Bildad & then & there in Consideration thereof he the said Ezra undertook and to the s.? Bildad faithfully promised to him therefor so much money as the s.? Goods Wares and Merchandizes were reasonably worth at the time of the Sale and delivery thereof whenever he should be thereunto requested & the s.? Bildad in fact says that the said Goods &c at the time of the Sale and delivery thereof were reasonably worth the Sum of three pounds fifteen Shillings lawful money at Springfield aforesaid whereof he the said Bildad then and there Instantly gave notice to s.? Ezra &c at said Springfield on s.? last day of

December. yet said Ezra tho often thereto requested & demanded hath not paid to said Bildad any or either of said sums aforementioned nor any part thereof nor any way performed any or either of his said promises but delays to do it to the damage of the said Bildad nine pounds & nineteen shillings. the Pltf. appears by John Worthington Esq. his Attr. and the said Ezra tho three times publickly called to come into Court doth not come but makes Default of appearance here Therefore it is Considered by the Court that the said Bildad do recover against the said Ezra nine pounds nineteen shillings and eleven pence of lawful money Damages and Cost of Court taxed at one pound nine shillings & six pence. And now the said Ezra by John Hulyo Esq. his Attr. comes here and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he recognizes with Surties according to Law for the said Ezra's prosecuting his Appeal with effect as by the said Recognizance on file may be seen.

Ebenezer Briggs of Shutesbury in the County of Hampshire yeoman Pltf. vs. James Fay late of Belcher town in said County yeoman Deft. in a plea of the Case for that said James at said Springfield on the fifteenth day of Octr. A. 1773 by his note for value received promised said Ebenezer to pay him or his Order four pounds Sixteen shillings lawful money by the first day of March then next with lawful Interest for the same until paid. yet said James tho often requested hath never performed his said promise but neglects it to the damage of the said Ebenezer Seven pounds. the Pltf. appears by Simeon Strong Esq. his Attr. and the said James tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Ebenezer do recover against the said James four pounds nineteen Shillings & five pence of lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings and Six pence and three qrs. Costs. 1st May 1774.

Briggs vs Fay No 22

Jeremiah Ramsdell of Greenwich in the County of Hampshire yeoman Pltf. vs. Isaiah Carrier of Belchertown in said County yeoman Deft. in a plea of the Case for that said Isaiah at said Greenwich on the thirteenth day of July A. 1773 by his note for value received promised said Jeremiah to pay him or his Order the Sum of two pounds & two Shillings lawful money on or before the last day of October then next with lawful Interest for the same till paid. yet said Isaiah tho often requested hath never performed his said promise but neglects it to the damage of the said Jeremiah & seven pounds. the Pltf appears by Simeon Strong Esq. his Attr. and the said Isaiah tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Jeremiah do recover against the said Isaiah two pounds nineteen Shillings & three pence of lawful money damages and Cost of Court taxed at one pound fifteen Shillings & ten pence and now the said Isaiah by Elisha Porter Esq. his Attr. comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he recognizes with Surties as the law directs for the Pltf. Isaiah's prosecuting his Appeal with effect as by the Recognizance on file appears.

Ramsdell vs Carrier No 23

Josiah Warner of Amherst in the County of Hampshire yeoman Pltf. vs. Japhath Brimmall of Monson in said County yeoman Deft. in a plea of the Case for that the said Japhath at said Amherst on the third day of June A. 1773 by his note for value received promised said

Warner vs Brimmall No 24

Warner vs Brichnall No. 24

said Josiah to pay him or his Order Eleven pounds lawful money on or before the twenty sixth day of December (meaning December then next) yet alth Sd Josiah the often requested hath never performed his Sd promise but neglects it to the damage of the said Josiah twelve pounds. the Plt. appears by Simeon Strong Esq. his Attr. and the said Sd Josiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the Sd. Josiah do recover against the said Sd Josiah Six pounds seven Shillings & ten pence of lawful money Damages and Cost of Court taxed at one pound fifteen Shillings and two pence. the Sd said Sd Josiah by Jonathan Ellis Esq. his Attr. now comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the counties of Hampshire & Berkshire on the fourth Tuesday of September next and he recognizes — with Sureties according to Law for the Sd. Sd Josiah prosecuting his said appeal with effect and pay the Sd. Recognizance &c. Appears

Smiths &c. vs Scott No. 25

Rebekah Smith Widow and Jonathan Smith Yeoman both of Amherst in the County of Hampshire Extrs. of the last Will and testament of Nathaniel Smith late of Sd. Amherst Physician deced. Plts. vs. Absalom Scott of Leverett in said County yeoman Deft. in a plea of the Case for that said Absalom at said Amherst on the twenty ninth day of December Dr 1772 by his note of that date for value recd. promised the said Nathaniel then living to pay him six pounds thirteen Shillings and eight pence Lawful money on Demand with Lawful Interest for the same until paid. Yet said Absalom tho often requested hath never paid the same or any part thereof to said demand in his life time nor to Sd Extrs or either of them since Sd Nathaniels death tho by them often requested thereto but neglects it to the damage of the said Rebekah & Jonathan eight pounds. the Plts appear by Simeon Strong Esq. their Attr. and the Sd Absalom tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Rebekah and Jonathan do recover against the Sd Absalom Seven pounds four Shillings and ten pence of Lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and six pence and their costs &c. Execution issue May 1774. —

Nelson vs Newers No. 26

Experience Nelson of Greenwich in the County of Hampshire Widow Plt. vs. James Newers of Sd Greenwich Gent. Deft. in a plea of Debt as per Writ on file. the Plt. being three times publickly called is Nonsuit and the said James by John Worthington Esq. his Attr. moves that he may be allowed his Costs and it is considered that the said James do recover against the said Experience Costs of Court taxed at four pounds Eighteen Shillings and thereof he may have his Execution

Dickinson vs Gaylord No. 27

Nathan Dickinson of Amherst in the County of Hampshire yeoman Plt. vs. Elijah alt Gaylord of Southadley in Sd County yeoman and Nathaniel Gaylord of Springfield in Sd County yeoman and Thomas White late of said Southadley yeoman Defts. in a plea that they render to the said Nathan three pounds Seventeen Shillings and nine pence Lawful money which to him they owe and from him unjustly detain for that whereas the said Elijah alt at Sd Springfield on the Seventeenth day of May in the thirteenth year of the Reign of our Lord the King that now is Dr 1773

was a Prisoner in his Majestys Goal in said Springfield at the Suit of s^d Nathan and was lawfully imprisoned there by virtue of a certain Execn. issued on a Judgment rendered in favor of said Nathan against the said Elphalet and whereas in order that the said Elphalet might be permitted and allowed to have such liberty and Enlargement as is by the Law of this Province provided for such as are Imprisoned for Debt either upon mean process or Execn. the said Elphalet as principal and the said Nathaniel and Thomas as his Sureties in this behalf acknowledged themselves to be holden and to stand firmly bound and obliged unto Solomon Stoddard Esq. Sheriff of the said County of Hampshire in the full and just sum of three pounds Seventeen Shillings and nine pence lawful money being double the sum for which the said Elphalet was imprisoned as aforesaid that is to say by their certain writing obligatory sealed with their seals and in Court to be produced bearing date the same day and year to which writing obligatory the following condition was subscribed to wit that if the above bounden Elphalet Gaylord now a Prisoner in his Majes-ty^s Goal in Springfield in the County of Hampshire aforesaid on Execn. at the Suit of Nathan Dickinson of Amherst in said County yeoman do and shall lie and continue a true Prisoner in the Custody Guard & safe keeping of Solomon Stoddard Esq. keeper of said Prison or in the Custody Guard and safe keeping of his Deputy Officers or under keepers of s^d Prison or some one of them within the limits of said Prison until he shall be law-fully discharged without committing any manner of Escape or Escapes dur-ing the time of his restraint. Then this Obligation to be void and of none effect otherwise to remain in full force and virtue as by the same writing obligatory and the Condition thereof will appear. And whereas the said Sum of three pounds Seventeen Shillings and nine pence and every part thereof being unpaid afterwards to wit on the thirtieth day of December last past at Springfield aforesaid the said Solomon Stoddard being Sheriff of the same County by certain Indorsement on that writing obligatory under the hand and seal of the said Sheriff duly Attested in Court to be produced did Transfer and Assign over to the said Nathan the Creditor in said Execn. the same writing obligatory with full power to enable the said Nathan to put the same in Suit according to the Law of this Province in such cases provided of which premises the said Elphalet then and there had notice and the said Nathan in fact says that after the making & executing the same writing obligatory and during the time of the said Elphalet's restraint and without being lawfully discharged from s^d Prison & Custody the s^d Elpha-let to wit at said Springfield on the twentieth day of the same May did wittingly and willingly make his Escape from said Prison and from the Custody Guard and safe keeping of the said Sheriff and of all his Deputies Officers and Servants and went at large in all places within s^d County whereby the said writing Obligatory became forfeited by reason of which premises and by Virtue of the Law of his Majesty's s^d Province in such case provided action accrued to said Nathan as Assignee of the said Solomon to demand and have of the said Elphalet Nathaniel and Thomas the said Sum of three pounds Seventeen Shillings and nine pence. yet said Elphalet Nathaniel and Thomas have never paid the same or any part thereof but neglect and refuse to do it to the damage of the said Nathan five pounds. the Pltf. appears by Simeon Strong Esq. his Attr. and the said Deft^s tho three times publickly called to come into Court do not come but

Dickinson vs Gaylord Nº 27

but make Default of appearance here. Therefore it is Considered by the Court that the said Nathan do recover against the said Elizabeth Nathaniel Thomas three pounds Seventeen Shillings and nine pence Debt and Cost of Court taxed at One pound Seven teen Shillings & Seven pence and thereof he may have his Execn. Execn. is. 27th May 1774

Nath. vs Sheldon Nº 28

Enos Nash of Hadley in the County of Hampshire yeoman Plt. vs. Samuel Sheldon of S. Hadley yeoman Deft. in a plea of the Case for that the said Samuel at said Hadley on the first day of March Inst. being Justly Indebted to the said Enos in the sum of Six pounds Lawful money for so much money before that time then had and received of the said Enos by the said Samuel to the use of him the S. Enos by the said Samuel then and there in Consideration thereof promised the said Enos to pay him that same Sum on demand. yet the said Samuel tho often requested has never paid the same Sum or any penny thereof but unjustly refuses and refuses to do it to the damage of the said Enos ten pounds. the Plt. appears by Elisha Porter Esq. his Attl. and the said Samuel tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Enos do recover against the said Samuel six pounds of lawful money Damages and Cost of Court taxed at Six pounds Shillings and ten pence and thereof &c. Execn. is. 27th May 1774

Gaylord vs Baker Nº 29

Hezekiah Gaylord of Northfield in the County of Hampshire yeoman Plt. vs. Daniel Baker Junr. late of Montague in S. County yeoman Deft. in a plea of the Case for that whereas the said Hezekiah at S. Northfield on the eighth day of March last past had there sold and delivered unto the said Daniel at his the said Daniel's special Instance & request Eight Thousand of Shingles. he the said Daniel then and there in Consideration thereof promised the said Hezekiah to pay him so much money as the same Eight Thousand of Shingles were reasonably worth at the time of their sale & delivery whenever afterwards he should be thereto requested and the S. Hezekiah says that the same eight thousand of Shingles at the time of their said Sale and delivery were reasonably worth the sum of four pounds lawful money viz at Northfield aforesaid whereof the said Daniel then and there had notice. yet the said Daniel tho often requested has never paid the same sum or any penny thereof but neglects it to the damage of the said Hezekiah Six pounds. the Plt. appears by Elisha Porter Esq his Attl. & the said Daniel tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Hezekiah do recover against the said Daniel four pounds of lawful money Damages & Cost of Court taxed at two pounds four Shillings and four pence. and now the S. Daniel by William Billings Esq. his Attl. comes here and appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Springfield within the County of Hampshire for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he Recognizes with Surties as the Law directs for the said Daniel's prosecuting his said Appeal with effect as by the S. Recognizance on file may be seen.

Chapin's Exrs vs Morgan Nº 30

Hannah Chapin of Springfield in the County of Hampshire Widow and Relict of Abel Chapin late of S. Springfield yeoman deced. and Ephraim Chapin of S. Springfield yeoman and Samuel Smith of Sandisfield in the County of Berkshire yeoman Exrs of the last Will and Testament of the said Abel deced. Plts. vs. Titus Morgan of said Springfield in said County of Hampshire yeoman Deft. in a

Plea of the Case for that the said Titus at said Springfield on the Sixteenth day of July A.D. 1762 by his note of that date for value received promised the P. Abel Chapin then living to pay him the sum of two pounds fourteen shillings lawful money by the first day of August then next after the date of the said note with the lawful Interest of the same sum until paid. Yet the said Titus tho often requested by the said Abel in his life time never paid the same sum or any penny thereof unto him while he lived nor has the said Titus ever paid the same Sum or any penny thereof unto the P. Exrs. since the death of the said Abel tho often by them thereto requested but the said Titus neglects & refuses to do it to the damage of the P. Exrs. in their Capacity seven pounds. — the Pltf. appears by Elisha Porter Esq. their Attr. and the said Titus tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Hannah Chapin and Samuel do recover against the said Titus two pounds nineteen Shillings and ten pence of lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and six pence and Execution is. 28th May 1764.

John Chester Williams of Hadley in the County of Hampshire Gent. Pltf. vs. Lemuel Grosvenor late of Pagsborough in the County of Berkshire yeoman Deft. in a plea of the Case for that the P. Lemuel Grosvenor late of Hadley on the first day of March inst. in Consideration that the P. John Chester had before that time then sold and delivered unto him the D. Lemuel at his special Instance and request divers Goods Wares and Merchandizes then and there undertook and to the said John Chester faithfully promised to pay him so much money as the same Goods &c were reasonably worth at the time of their sale and delivery whenever afterwards he should be thereto requested and the said John Chester avers that the same Goods &c at the time of their said Sale and delivery were reasonably worth the Sum of Seven pounds four Shillings and nine pence halfpenny lawful money viz at Hadley aforesaid whereof the said Lemuel then and there had notice and paid to the Pltf. by divers payments 37/6 lawful money & no more in part payment thereof the remaining part of the said Sum of Seven pounds 4/9½ viz the Sum of five pounds Seven Shillings & three pence halfpenny lawful money the said Lemuel hath never paid nor any penny thereof tho he has been often thereto requested but he unjustly neglects and wholly refuses to do it to the damage of the said John Chester ten pounds. the Pltf. appears by Elisha Porter Esq. his Attr. and the said Lemuel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said John Chester do recover against the D. Lemuel five pounds Seven Shillings and three pence halfpenny lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings and ten pence and thereof he may have his Execution. Execution is. 28th May 1764.

Idem vs Morton No 32

John Chester Williams of said Hadley in the County of Hampshire Gent. Pltf. vs. Joseph Morton of Amherst in said County yeoman Deft. in a plea of the Case for that whereas the said John Chester at said Hadley on the first day of March Inst. had then sold and delivered to the said Joseph at the said Joseph's special Instance and request divers Goods Wares & Merchandizes he the said Joseph then and there in Consideration thereof promised the D. John Chester to pay him so much money therefor as the same Goods &c were reasonably worth at the time of their s. Sale and delivery whenever afterwards he should be thereto requested and the said John Chester avers that the same Goods &c at the time of their said Sale and delivery were reasonably worth the Sum of three pounds Sixteen Shillings and Seven pence ½p lawful money viz at Hadley aforesaid. whereof the said Joseph had notice and paid to the Pltf. by Sundry payments 27/1 lawful money and no more in part payment thereof, the remaining part of the said Seven

Williams vs Morton No. 32

sum of three pounds 16/4½ viz. two pounds 9/3½ lawful money the said Joseph hath never paid nor any penny thereof tho he has been often thereto requested but he neglects and refuses to do it to the damage of the said John Chester five pounds the Plt. appears by Elisha Porter Esq. his Attr. and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the s. John Chester do recover against the said Joseph two pounds nine shillings & three pence ½ farthings of lawful money Damages and Cost of Court taxed at one pound thirteen shillings & six pence & thereof &c. Execn. is. 28th May 1774

X

Pebbles vs Locke No. 33.

Patrick Pebbles of Pelham in the County of Hampshire yeoman Plt. vs. Joseph Locke of Shutesbury in s. County yeoman Deft. in a plea of the Case for that the said Joseph at Hadley in s. County on the sixth day of August last past by his note of that date for value received promised the said Patrick to pay him the sum of four pounds nineteen Shillings & four pence three farthings lawful money on demand with the lawful Interest of the same Sum until paid. yet the said Joseph tho often requested has never paid the same Sum or any penny thereof but neglects and refuses to do it to the damage of the said Patrick four pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Patrick do recover against the said Joseph five pounds four Shillings and one penny of lawful money Damages and Cost of Court taxed at one pound nineteen shillings & two pence and thereof he may have his Execn. Execn. is. 28th May 1774.—

Abbe vs Hunt No. 34

Shubael Abbe of Windham in the County of Windham and Colony of Connecticut yeoman Plt. vs. Thomas Hunt of Bernardston in the County of Hampshire yeoman Deft. in a plea of the case for that the said Thomas at Springfield on the thirty first day of January Decr 1771 by his Note of that date for value received promised the said Shubael to pay him the sum of fifty Shillings lawful money on demand with the lawful Interest of the same Sum until paid. yet the said Thomas tho often requested has never paid the same Sum or any penny thereof but neglects & refuses to do it to the damage of the said Shubael five pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Shubael do recover against the said Thomas two pounds nineteen Shillings & ten pence of lawful money Damages and Cost of Court taxed at two pounds six shillings & ten pence and thereof he may have his Execn. Execn. is. 28th May 1774—

Warner vs Johnston No. 35

2d Demurrer Sheriff under Sheriff Edgar Esq. Oliver Warner of Hadley in the County of Hampshire Gent. Plt. vs Hugh Johnston of Pelham in said County yeoman Deft. in a plea of the Case for that the said Hugh at said Hadley on the thirteenth day of May Dr 1772 by his note of that date for value received promised the said Oliver to pay him or his Order the sum of three pounds eleven Shillings and eight pence lawful money within six months from the date of the same note with the lawful Interest of the said Sum until paid yet the said Hugh tho often requested has never performed his said promise but neglects and refuses to do it to the damage of the said Oliver five pounds. the Plt. appears by Elisha Porter Esq. his Attr. and the said Hugh tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Oliver do recover against the said Hugh four pounds and ten pence of lawful money Damages and Costs of Court taxed at one pound fourteen shillings and six pence and thereof he may have his Execn. Execn. is. 28th May 1774. —

Ezekiel Mighill of Hatfield in the County of Hampshire yeoman Pltf. vs. Simeon White of Williamsburgh in s. County yeoman Deft. in a plea of the Case for that the said Simeon at said Hatfield on the first day of August last past in Consideration that the said Ezekiel had before that time sold and delivered unto him the said Simeon divers Goods Wares and Merchandizes and the same to him so much money as the same Goods were reasonably worth at the time of their said sale and delivery whereof afterwards he the said Simeon there to requested and the said Ezekiel avers that the said Goods at the time of their said sale and delivery were reasonably worth the Sum of three pounds twelve Shillings and six pence lawful money at Hatfield aforesaid whereof the said Simeon there and then had notice. yet the said Simeon tho often requested has never paid the same or any part thereof but neglects and refuses to do it to the damage of the said Ezekiel five pounds. this Pltf. appears by Chileab Porter Esq. his Attt. and the said Simeon tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Ezekiel do recover against the said Simeon three pounds seventeen Shillings and six pence lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and six pence. Exam. in. 28th May 1774.

Ezekiel Mighill
vs
White
No. 36

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf. vs. Gideon Dickinson Junr. of Amherst in s. County yeoman Deft. in a plea of the Case for that the said Gideon at said Hadley on the thirty first day of August last past by his Note of that date for value received promised the s. Jonathan to pay him the sum of four pounds and two Shillings as lawful money with Damages with the lawful Interest of the same sum untill paid. yet the said Gideon tho often requested has never performed his said promise but neglects and refuses to do it to the damage of the said Jonathan four pounds. this Pltf. appears by Chileab Porter Esq. his Attt. and the said Gideon tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said Gideon four pounds five Shillings and six pence lawful money Damages and Cost of Court taxed at One pound thirteen Shillings and six pence a. D. the said Exam. in. 28th May 1774.

Warner
vs
Dickinson
No. 37

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf. vs. William Watson of Hatfield in s. County yeoman Deft. in a plea of the Case for that the said William at said Hadley on the thirty first day of August last past by his note of that date for value received promised the said Jonathan to pay him the Sum of three pounds and ten pence lawful money within six months then next after the date of the same note with the lawful Interest of the same untill paid. yet the said William tho often requested has never paid the same or any part thereof but unjustly refuses and wholly refuses to do it to the damage of the said Jonathan five pounds. this Pltf. appears by Chileab Porter Esq. his Attt. and the said William tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the said William three pounds thirteen shillings and six pence lawful money Damages and Cost of Court taxed at One pound thirteen shillings and six pence a. D. the said Exam. in. 28th May 1774.

Idem
vs
Watson
No. 38

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf. vs. Jonathan Cooley of S. Hadley Gent. Deft. in a plea of the Case for that s. Cooley at S. Hadley on the 5th day of July A.D. 1772. by his note of that date for value received promised the said Warner to pay him or Order the Sum of three pounds 4/3 1/4

Idem
vs
Cooley
No. 39

Warner vs Coone No. 39

lawful money on demand with Interest &c. and also for that the D. Coone at said Hadley on the Eleventh day of November last past by his other Note of that date for value received promised said Warner to pay him or his Order the Sum of one hundred and Eighty three pounds one Shilling & Six pence one farthing Lawful money on demand with the Lawful Interest of the same Sum until paid. yet the said Coone tho often requested has never paid either of the D. Sums or any penny of either of them but unjustly neglects and wholly refuses to do it.— to the damage of the D. Warner two hundred pounds. the Pltf appears by Elisha Porter Esq. his Att. and the said Coone tho three times publickly called to come into Court doth not come but makes Default & appearance here. Therefor it is Considered by the Court that the said Warner do recover against the said Coone £ Damages and Cost. with the Cost of Writ & Bill of Writ

---

Williams vs Grandy No. 40

John Williams of Deerfield in the County of Hampshire Yeoman & Eunice Grandy of D. Deerfield Labourer Defts. in a plea of the Case for that the said Reuben at said Springfield on the twenty second day of Febry A.D. 1773 by his Note of that date for value received promised the said John and Eunice by the Name of John and Eunice Williams the living then sole and unmarried to pay them or their Order the Sum of thirty six Shillings and Seven pence Lawful money by the first day of May then next with the Lawful Interest of said Sum from D. time of payment until paid. Also for that the said Reuben at said Springfield on the last day of June last past in Consideration that the said John & Eunice had before that time at the Special Instance and request of said Reuben sold & delivered to said Reuben Sundry Goods Wares and Merchandizes of the D. John & Eunice according to the Art. Trade & Mistery by them exercised he the said Reuben then and there Assumed on himself and to said John & Eunice faithfully promised that he the said Reuben would well and truly pay & content to the D. John and Eunice so much money as D. Goods &c so sold and delivered to the D. Reuben were reasonably worth at the time of D. Sale and delivery when never afterwards he should be thereto required and the Pltf in fact say that the D. Goods &c so sold and delivered to the said Reuben were reasonably worth at the time of said Sale and delivery the Sum of nineteen Shillings & eight pence Lawful money with at Springfield aforesaid of which the said Reuben then afterwards on the last day of June A.D. 1773 had Notice. yet the D. Reuben tho often requested never paid either Grandy part of the Sums aforesaid or the Interest aforesaid to the said John & Eunice or either of them before the Intermarriage of the D. Williams & Eunice nor has the D. Reuben ever paid either or any part of D. Sums or Interest to the Pltf or either of them since the Intermarriage aforesaid tho often thereto requested but the said Reuben hitherto neglects and wholly refuses to do it to the damage of the said John, Williams, and Eunice Six pounds. the Pltf appears by Samuel Barnard Gent. their Att. and the said Reuben tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John Williams and Eunice do recover against the said Reuben two pounds Eighteen Shillings and Seven pence lawful money Damages & Cost of Court taxed at two pounds Eighteen Shillings and thereof they may have their Execn. Execn. is. 28th May 1774

Williams vs Allen No. 41

Elijah Williams of Keene in the County of Cheshire is the Province of New Hampshire Gent. only surviving Exr. on the

the Estate of Elijah Williams Esq. late of Deerfield decad. Plt. vs. Noah Allen of Greenfield in the County of Hampshire yeoman Defft. in a plea of the case for that the said Noah at said Springfield on the twelfth day of August Dom 1771 by his Note of that date for value received promised the Plt. and Margaret Williams as Administrators on the Estate aforesaid to pay them or their Order the sum of six pounds nine Shillings and four pence lawful money on demand with the lawful Interest of said sum till paid. Yet the said Noah tho often requested never paid the same or any part thereof to the Plt. and the said Margaret or either of them in her life time nor has the said Noah ever paid the same or any part thereof to the Plt. since the said Margaret's decease. tho often requested but hitherto unjustly neglects and refuses so to do it to the damage of the said Elijah in his Capacity ten pounds. the Plt. appears by Samuel Ward Gent. his Att'y. and the said Noah the three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Elijah do recover against the said Noah seven pounds ten Shillings and nine pence lawful money Damages and Cost of Court by said Court also two pounds ten Shillings. the Def't. Noah by Samuel Field Gent. his Att'y. now comes into Court and Appeals from the Judgment of this Court to the Superior Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he recognizes with Surties according to Law for the said Noah's prosecuting his said Appeal with effect as by the Recognizance on file may be seen.

John Sherman of Springfield in the County of Hampshire yeoman Plt. vs. Edward Bond of Brimfield aforesaid Defft. in a plea of the case for the said Edward at Springfield aforesaid on the nineteenth day of January last past by his note of that date for value received promised said John to pay him eleven pounds on demand with Interest till paid. yet said Edward tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said John sixteen pounds. the Plt. appears by Joshua Upham Esq. his Att'y. and the said Edward the three times publickly called to come into Court to it not come but make Default of appearance here. Therefore it is considered by the Court that the said John do recover against the said Edward eleven pounds four shillings and six pence of lawful money Damages and Cost of Court taxed at one pound fifteen shillings and [illegible] pence. Recog. in 25th May 1771

John Sherman vs Bond No. 42

County of Hampshire yeoman Plt. vs. Isaac Bond of Brimfield aforesaid in the County of Worcester yeoman Defft. in a plea of the case for the said Isaac at Springfield aforesaid on the twenty third day of November last by his note of that date for value received promised said Nathaniel to pay him or his Order Six pounds lawful money in two months from the date of said note with Interest if not then paid till paid. yet said Isaac tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Nathaniel ten pounds. the Plt. appears by Joshua Upham Esq. his Att'y. and the said Isaac tho three times publickly called to come into Court doth not come but being in default of appearance here. Therefore it is considered by the Court that the said Nathaniel do recover against the said Isaac six pounds two Shillings four pence of lawful money Damages and Cost of Court taxed at two pounds six shillings and six pence and thereof he may have his Exec. Recog. in 28th May 1771

Converse vs Bond No. 43

Hampshire Esq. Plt. vs. John White late of Western in the County of Worcester yeoman Defft. in a plea of the Case for that said John at Springfield aforesaid on the twenty

Bridgham vs White No. 44

Bridgham vs White No. 14

twenty sixth day of Septemb^r. Dyer by his note of that date for value rec^d promised said James to pay him Eleven pounds Eighteen Shillings & nine pence on demand with Interest till paid. yet said John tho often requested hath never paid the same or any part thereof but unjustly neglects it to the Damage of the said James Fifteen pounds. the Pl^t appears by Joshua Upham Esq. his Att^y and the said John tho three times publickly called to come in to Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said James do recover against the said John fourteen pounds two Shillings and four pence of lawful money Damages and Cost of Court taxed at five pounds fourteen Shillings and ten pence. and thereof he may have his Exec^on. &c^a May 1754

Hoar vs Hill Jr. No. 15

Charles Hoar of Brimfield in the County of Hampshire yeoman Pl^t vs. John Hill Jr. of Brookfield in the County of Worcester yeoman Deft. in a plea of the Case for that said John of Brimfield aforesaid on the twenty fourth day of July last by his note of that date for value received promised one Jacob Davis to pay him or his Order fourteen pounds in Six months from the date of said note with Interest from after the end of three months from the date thereof till paid. and thereafterwards vizt on the same Day said Jacob by his Instrument in writing did order the Contents of said note then wholly unpaid to be paid to said Charles of which said John there & thereby had Notice and thereby became liable to pay the same to said Charles and in Consideration thereof said John then and there promised said Charles to pay him the same according to the tenor of the same note. yet said John tho often requested hath never paid the same but neglects it to the damage of the said Charles twenty pounds the Pl^t appears by Joshua Upham Esq. his Att^y and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Charles do recover against the said John fourteen pounds Eleven Shillings of lawful money Damages and Cost of Court taxed at one pound nine Shillings and eight pence. the said John by William Billings Esq. his Att^y now comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c^a next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of Septemb^r next and he Recognizes with Surties as the Law directs for the said John's prosecuting his said Appeal with effect as by the Act Recognizance on file may be seen.

Wallis vs Thomson No. 16

Thomas Wallis of South Brimfield in the County of Hampshire Physician Pl^t vs. Joseph Thomson of Brimfield in said County Gent. Deft. in a plea of the Case for that said Joseph at Springfield aforesaid on the eighth day of April last past by his note of that date for value received promised said Thomas to pay him ten pounds Silver Shillings and six pence at or before the first day of May then next with Interest from and after that time till paid. yet said Joseph tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Thomas twenty pounds. the Pl^t appears by Joshua Upham Esq. his Att^y and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Thomas do recover against the said Joseph ten pounds Twelve Shillings and

and one penny of lawful money Damages and Cost of Court taxed at One pound Six-
teen Shillings and Six pence. the said Joseph by Jonathan Bliss Esq. his Att. comes
into Court and appeals from the Judgment of this Court to the Superiour Court
of Judicature &c next to be holden at Springfield within the County of Hamps-
shire and for the Counties of Hampshire and Berkshire on the fourth Tuesday
of September next and he recognizes with sureties as the Law directs for the
said Joseph prosecuting his said appeal with effect as by the Recognizance appears.—

Dig. Att. vs Joseph. Enter Jas. of Holland District in the County of Worcester yeoman } Bridgham
in a plea of the Case for that said Joseph at Springfield aforesaid on the twenty- } vs
ninth day of March A.D. 1773 by his Note of that date for value received promised } Parker
said James to pay him two pounds fourteen Shillings and eleven pence lawful mo- } No. 47
ney and with Interest till paid. yet said Joseph tho often requested hath never
paid the same or any part thereof but unjustly neglects it to the damage
of the said James nine pounds. the Att. appears by Joshua Upham Esq. his
Att. and the said Joseph tho three times publickly called to come into Court
doth not come but makes Default of appearance here. Therefore it is Consi-
dered by the Court that the said James do recover against the said Joseph two
pounds Eighteen Shillings and seven pence of lawful money Damages
and Cost of Court taxed at One pound Seventeen Shillings and Eight pence
and thereof he may have his Execution. Execution is. 28th May 1774.

Samuel Fowler of Westfield in the County of Hampshire } Fowler
Gent. Att. vs. Silah Wright of Montgomery in s. County Gent. & a Deputy Sheriff } vs
under Solomon Stoddard Esq. Sheriff of said County Deft. in a plea of the Case for that } Wright
the said Silah at said Westfield on the seventh day of July last past by his Note of } No. 48
that date for value received promised the said Samuel to pay him or Order Two
pounds Six Shillings and one penny Lawful money as he should with Lawful
Interest for the same till paid. yet the said Silah tho often requested hath never
paid the said Samuel the same but unjustly neglects it to the damage of
the said Samuel two pounds. the Att. appears in his proper person & the
said Silah tho three times publickly called to come in to Court doth not come
but makes Default of appearance here. Therefore it is Considered by the Court
that the said Samuel do recover against the said Silah Eight pounds four Shil-
lings and three pence Lawful money Damages and Cost of Court taxed
at One pound nine Shillings and ten pence. And now the said Silah by
Mr Strong his Att. comes into Court and appeals from the Judg-
ment of this Court to the Superiour Court of Judicature &c next to be holden
at Springfield within the County of Hampshire for the Counties
of Hampshire & Berkshire on the fourth Tuesday of September next and
he recognizes with Surties according to Law for the said Silah prosecuting his
said Appeal with effect as by the said Recognizance appears.

James Baird of Blanford in the County of Hampshire } Baird
yeoman Att. vs. Reuben Williams of said Co. County yeoman Deft. in a plea } vs
of the Case for that the said Reuben at said Springfield on the seventh day of } Williams
July A.D. 1771 by his Note of that date for value received promised the said James } No. 49
to pay him or Order twenty pounds and Sixteen Shillings lawful money
at or before the first day of November then next with lawful Interest for the
same till paid. yet the said Reuben tho often requested hath never paid
the said James the same but unjustly neglects it to the damage of the
said James twenty pounds. the Att. appears by Samuel Fowler Esq. his
Att. and the said Reuben tho three times publickly called to come in to Court
doth not come but makes Default of appearance here. Therefore it is Con-
sidered by the Court that the said James do recover against the said Reuben

Bard
vs
Williams
No. 19

fourteen pounds nineteen Shillings and Six pence of lawful money Damages and Costs of Court taxed at One pound Eleven Shillings & two pence, and now the said Reuben by John Phelps Gent. his Att. comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within the County of Hampshire for the Counties of Hampshire & Berkshire on the fourth Sunday of September next and he recognizes with Sureties as the Law directs for the said Reuben's prosecuting his said Appeal with effect as by the said Recognizance on file appears.

Bagg
vs
Reuben
No. 20

Thomas Bagg late of Springfield within this County of Hampshire yeoman Plt. vs. Reuben Williams of Westfield in s. County yeoman Deft. in a plea of the case for that the s. Reuben at s. Springfield on the thirteenth day of April A.D. 1772 by his note of that date for value received promised the said Thomas to pay him forty four pounds lawful money in one month from the date of s. Note with lawful Interest for the same after time of payment till paid. yet the said Reuben the afores. requested and time of payment past hath never paid the same sum but unjustly neglects and refuses so to do to the damage of the said Thomas thirty pounds. the Plt. appears by Samuel Fowler Gent. his Att. and the said Reuben tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Thomas do recover against the said Reuben twenty pounds Eighteen Shillings and three pence of lawful money Damages and Costs of Court taxed at One pound Six Shillings & Six pence. the said Reuben now comes into Court by John Phelps Gent. his Att. and appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Sunday of September next and he Recognizes with Sureties according to Law for the said Reuben's prosecuting his said Appeal with effect as by the said Recognizance on file may appear.

Colbrain
vs
Reuben
No. 51

Glass Colbrain late of Southampton in the County of Hampshire yeoman Plt. vs. Reuben Williams of Westfield in said County yeoman Deft. in a plea of the Case for that the said Reuben at said Westfield on the twenty first day of November A.D. 1770 by his note of that date for value received promised the said Glass to pay him fourteen pounds lawful money by the first day of June then next ensuing the date of said note with lawful Interest for the same till paid. yet the said Reuben tho often requested and time of payment past hath never paid the said Glass the same sum but unjustly neglects it to the damage of the said Glass twenty five pounds. the Plt. appears by Samuel Fowler Gent. his Att. and the said Reuben tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Glass do recover against the said Reuben fifteen pounds Eighteen Shillings & Eight pence lawful money Damages and Cost of Court taxed at One pound 11/11— the said Reuben by John Phelps Gent. his Att. comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Sunday of September next and he Recognizes with Sureties as the Law directs for the said Reuben's prosecuting his said Appeal with effect as by the said Recognizance on file appears. —

Elihu Emerson of Westfield in the County of Hampshire yeoman Plt. vs. David Noble Gent. and James Noble yeoman both of Westfield in the County of Berkshire Defts. in a plea of the Case for that the Ds. David and James at said Westfield on the twenty third day of January A.D. 1772 by their note of that date for value received promised one Thomas Emerson to pay him or his order on demand severally fifty pounds lawful money in eight months from the date of s.d note with lawful interest for the same till paid. and afterwards viz the same day at said Westfield the said Thomas by his indorsement on the back of the same note assigned the same note to said Elihu and ordered the Contents thereof (then wholly due and unpaid to be paid to the said Elihu of all which the s.d David and James then and there instantly had notice and became liable to pay the Contents of said note to said Elihu according to the tenor thereof and him of so liable they the said David and James then and there promised the said Elihu to pay him the same accordingly in eight months as aforesaid yet the s.d David and James never either of them tho often requested & tho the time of payment hath long since past have never paid s.d Elihu the same but they unjustly refuse to pay him to the damage of the said Elihu fifty pounds. The Plt. appears by Samuel Fowler Gent. his Att.y and the said David and James tho three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is considered by the Court that the said Elihu do recover against the said David & James thirty nine pounds nineteen Shillings & ten pence of lawful money Damages and Cost of Court taxed at One pound seventeen Shillings and eight pence. the said Defts. by John Phelps Gent their Att.y now come into Court and appeal from the Judgment of this Court to the Supreme Court of Judicature to be next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he Recognizes with Surties according to Law for the s.d Defts. prosecuting their said Appeal with effect or by the s.d Recognizance on file may be seen.

Emerson vs Noble & al. Nr. 52

Samuel Patterson Latety of Blanford in the County of Hampshire yeoman Plt. vs. Samuel Blair Latety of s.d Blanford yeoman Deft. in a plea of the Case for that the said Blair at said Springfield on the thirtieth day of October last past by his note under his hand of that date for value then received promised the said Samuel Patterson to pay him or his order fifty pounds forty Shillings & six pence lawful money by the first day of March then next ensuing the date of said note with lawful Interest for the same when paid. yet the said Blair tho often requested hath never paid the same to the said Plt. nor any part thereof but unjustly neglects & refuses so to do to the damage of the said Patterson one hundred pounds. the Plt. appears by Samuel Fowler Gent. his Att.y and the said Blair tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Patterson do recover against the said Blair sixty two pounds Eighteen Shillings & two pence of lawful money Damages and Costs of Court taxed at One pound fifteen Shillings. the said Blair now comes into Court by John Phelps Gent his Att.y and appeals from the Judgment of this Court to the Supreme Court of Judicature to be next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next and he Recognizes with Surties as the Law directs for the said Blair's prosecuting his said Appeal with effect or by the Recognizance on file appears—

Patterson vs Blair Nr. 53

Israel Ashley of Westfield in the County of Hampshire yeoman Plt. vs. William Henry Latety of s.d Westfield in s.d County yeo-

Ashley vs Henry

Lathrop vs Hunt No. 54

upon a Deft. in a plea of the Case for that the said William at S. Westfield on the twenty first day of April last past by his note of that date for value rec'd promised Abiah Said to pay him or his Order fourteen pounds Lawful money in Six months from the date of S. note with lawful Interest for the same when till paid. and afterwards viz. on the same 21st day of April last at said Westfield the said Abiah by his Indorsement on the back of the same note upon the same note to the S. Israel and ordered the contents thereof then wholly due and unpaid to be paid to the S. Israel of all which the said William then and there instantly had Notice & so became liable to pay the contents of the said note to the S. Israel according to the tenor thereof and being so liable the said William then and there promised the said Israel to pay him the same according to said tenor within four months from the date of S. note. yet the said William tho often requested hath never paid the said Israel the same but neglects & refuses him the same to the damage of the said Israel twenty pounds. — the Pltf. appears by Samuel Fowler Gent. his Att'y. and the said William tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Israel do recover against the said William four pounds Eighteen Shillings & two pence of lawful money Damages and Cost of Court taxed at one pound ten Shillings and eight pence The said William by John Phelps Gent. his Att'y now comes into Court and Appeals from the Judgment of this Court to the Superior Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the County of Hampshire on the South Tuesday of September inst and he Recognizes with Sureties according to Law for the said William's prosecuting his said Appeal with effect as by the said Recognizance on file appears. —

Williams vs Williams No. 55

William Williams lately of Granville in the County of Hampshire yeoman Pltf. vs. Thomas Williams Jr. lately of said Granville yeoman Deft. in a plea of the Case for that the said Thomas at said Granville on the second day of December last past by his note of that date for value rec'd promised the said William to pay and deliver to him or Order four pounds and ten Shillings Lawful money worth of good merchantable wooden Ware at Eighteen Shillings a hundred on or before the twenty sixth day of April then next ensuing the date of said note and the said William in full faith he has always been ready at said Granville to receive the same Ware according to said note yet the said Thomas tho often requested and tho the time for payment hath long since passed hath never paid or delivered said Ware to said William or any ways satisfied him the said sum but unjustly neglects & refuses to pay him the same to the damage of the said William Eight pounds. the Pltf. appears by Samuel Fowler Gent. his Att'y and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said William do recover against the said Thomas four pounds Ten Shillings and five pence Lawful money Damages & Cost of Court taxed at One pound fourteen Shillings & two pence — and thereof he may have his Execn. — Execn. is. 30th May 1774. —

Parks vs Thinne No. 56

Elisha Parks of Westfield in the County of Hampshire Gent. Pltf. vs. Thomas Thinne late of Northampton in s.d County yeoman Deft. in a plea of the Case for that the said Thomas at S.d Westfield on the twenty sixth day of November last past by his note of that date for value recived promised

the said Elisha to pay him or Order forty four pounds and five shillings lawful money by the first day of January then next ensuing the date of said Note with lawful Interest for the same from the day of payment till paid. yet the said Thomas the often requested and time of payment past hath never paid the S. Elisha the same but unjustly neglects it to the damage of the said Elisha fifty pounds. the Plt. appears by Samuel Fowler Gent. his Att. and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Elisha do recover against the S. Thomas two & twenty pounds Eighteen Shillings and seven pence of lawful money Damages & Cost of Court taxed at Eleven pounds Eleven Shillings as doth appear. And now the said Thomas by John Phelps Gent. his Att. comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within the County of Hampshire & for the County of Hampshire & Berkshire on the second Tuesday of September next and he is bound in with sureties recognizance according to law for the said Thomas's prosecuting his said appeal with effect & paying the said judgment & costs if he should be cast in said appeal.

Hampshire Gent. Plt. vs. Elisha Fobes of Westfield in the County of Hampshire Yeoman Deft. in a plea of the case for that the said Ebenr at said Westfield on the twenty sixth day of April last in Consideration that the said Elisha had before that time at the Special instance & request of the said Ebenr sold and delivered to him sundry Goods Wares and Merchandizes by the said Ebenr then and there promised the said Elisha to pay him therefor so much money whereunto afterwards he should be thereto requested as the same goods &c at the said time of sale and delivery thereof were reasonably worth and the said Elisha says the same goods &c at the time of sale & delivery were worth the sum of six pounds four-teen Shillings and seven pence of which he gave said Ebenr notice there the same day yet the said Ebenr tho often requested hath never paid the said Elisha the same but unjustly neglects & refuses so to do to the damage of the said Elisha ten pounds. the Plt. appears by Samuel Fowler Gent. his Att. and the said Ebenr tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Elisha do recover against the said Ebenr seven pounds fifteen Shillings and four pence of lawful money Damages and Cost of Court taxed at One pound nine Shillings and four pence & the Costs. Execn. issued 6th May 1774

Elisha Fobes of Westfield in the County of Hampshire Gent. Plt. vs. Ebenr Fobes late of said Westfield Yeoman Deft. in a plea of the case for that the said Ebenr at said Westfield on the twenty sixth day of April last in Consideration that the said Elisha had before that time at the special instance & request of the said Ebenr sold and delivered to him sundry Goods Wares and Merchandizes by the said Ebenr then and there promised the said Elisha to pay him therefor so much money whereunto afterwards he should be thereto requested as the same goods &c at the said time of sale & delivery thereof were reasonably worth and the said Elisha says the same goods &c at the time of sale & delivery were worth the sum of six pounds four-teen Shillings and seven pence of which he gave said Ebenr notice there the same day yet the said Ebenr tho often requested hath never paid the same but unjustly neglects & refuses so to do to the damage of the said Elisha ten pounds. the Plt. appears by Samuel Fowler Gent. his Att. and the said Ebenr tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Elisha do recover against the said Ebenr seven pounds fifteen Shillings and four pence of lawful money Damages and Cost of Court taxed at One pound seven Shillings and Six pence & the Costs. Execn. issued 6th May 1774.

Alexander Norton of Northfield in the County of Hampshire Gentleman Plt. vs. Jedidiah Gould late of said Northfield Yeoman Deft. in a plea of the case for that the said Jedidiah at said Northfield on the twenty sixth day of April last was justly indebted to the said Alexander in the sum of ten pounds twelve Shillings and four pence & so Account to balance Book Att. according to the Act annexed to the Writ and the said Jedidiah then and there in Con-

Norton vs Gould No 59

Bill No 57

No 58

Norton vs Gould No 59

Consideration thereof Assumed on himself and to the S. Alexander faithfully promised that he would pay him the sd Sum of said on demand. yet the said Jedediah tho often thereto requested hath never paid the same nor any part thereof but he unjustly neglects to do it to the damage of the said Alexander twelve pounds. this Suit was by Samuel Fitch Gent. his Att'y commenced &c. at the last Court the said Jedediah tho three times publickly called to come into Court doth not come but makes Default & appears not here. Therefore it is Considered by the Court that the said Alexander do recover against the said Jedediah ten pounds twelve shillings and four pence of lawful money Damages and Cost of Court taxed at two pounds Six shillings and ten pence and thereof &c. — Given. &c. 15th May 1771. —

Gunn vs Billing (No 60)

Nathaniel Gunn of Montague in the County of Hampshire yeoman Plt. vs. Elijah Billing of Conway in s. County yeoman Deft. in a plea of the Case for that the said Elijah at Springfield aforesaid on the twenty fifth day of December A.D. 1770 by his Note of a value required promised the said Nathaniel to pay him the sum of three pounds thirteen shillings and four pence in merchantable grain at the Market price to be delivered at Hadley in the County aforesaid on or before the first day of December A.D. 1773 with lawful Interest for the same until paid yet the said Elijah tho often thereto requested hath never paid the Contents of s. Note in grain as aforesaid altho the said Nathaniel is fully ready at said Hadley and the day and year last aforesaid to receive the same & ever since hath been ready to receive it neither hath he in any wise ever satisfied & contented him the said Nathaniel therefor but unjustly neglects & refuses to do it to the damage of the said Nathaniel five pounds. this Suit appears by Samuel Fitch Gent. his Att'y and the said Elijah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Nathaniel do recover against the said Elijah three pounds nineteen shillings and six pence of lawful money Damages and Cost of Court taxed at One pound nineteen shillings and two pence. —

The said Elijah by William Billing Esq. his Att'y now comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within & for the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Sunday of September next and the said Appellee with Surety of the Law directs for the said Elijah's prosecuting his said Appeal with effect or else to pay the Sum.

Field vs Burnham (No 61)

David Field of Deerfield in the County of Hampshire Gent. vs. Elisha Burnham of Leverett in the County aforesaid yeoman Deft. in a plea of the Case for that the said Elisha at Deerfield aforesaid on the twenty first day of October A.D. 1771 by his Note of that date for value received promised the said David to pay him twenty one pounds seven Shillings & six pence in Indian Corn at Deerfield aforesaid with Interest thereon until paid. yet the said Elisha tho often thereto requested hath never paid the Contents of s. Note or any part thereof but he unjustly neglects and refuses to do it to the Damage of the said David twenty eight pounds. this Writ appears by Samuel Field Gent. his Att'y and the said Elisha tho three times publickly called to come into Court doth not come but makes Default of —

appearance here. Therefore it is Considered by the Court that the said David do re-
cover against the said Elisha twenty two pounds two shillings and three
pence of lawful money Damages and Cost of Court taxed at two pounds
One Shilling and eight pence and thereof &c. Essex, ss. 11th August 1774.

David Field of Deerfield in the County of Hamp-
shire Gent. Pltf. vs. Daniel Merrill of Deerfield aforesaid yeoman Deft. in a plea of the
Case &c. that the said Daniel at said Deerfield on the fourth day of September last past by
his Note of that date for value rec'd promised the said David to pay him three pounds
and twelve Shillings on demand with Interest till paid. &c. &c. also for that the
Daniel at said Deerfield on the last day of March last past was justly indebted to
the said David in the sum of five pounds two shillings and ten pence for
divers Goods Wares and Merchandizes at the special &c. and there requested the
said Daniel by the said David to the said Daniel before that time then to pay &
deliver the same according to the Int. aforesaid to the Pltf. and the said Daniel being
so Indebted then and there in Consideration thereof undertook and to the said
David faithfully promised that he would pay him the same sum of five pounds
Two Shillings and ten pence on demand. yet the said Daniel tho' often
requested hath never paid the contents of said Note neither hath he performed
Int aforesaid but he unjustly refuses so to do to the damage of the Pltf. David
ten pounds. the Pltf. appears by Samuel Field Gent. his Attr. and the said Daniel tho
three times publickly called to come into Court doth not come but makes default
of appearance here. Therefore it is Considered by the Court that the said David do
recover against the said Daniel five pounds Eight Shillings & eight pence of law-
ful money Damages and Cost of Court taxed at two pounds and four pence
The said Daniel by Enoch Hubbard Esq. his Attr. now comes into Court and
appeals from the Judgment of this Court to the Superior Court of Judicature
&c. next to be holden at Springfield within the County of Hampshire & for the
Counties of Hampshire and Berkshire on the fourth Tuesday of September
next and he recognizes with sufficient Surety as the Law directs for the said Daniels
prosecuting his said Appeal with effect &c. and the said Daniel appears.

Oliver Field of Deerfield in the County of Hampshire
Trader Pltf. vs. Isaac Webb of Greenfield in said County yeoman Deft. in a
plea of the Case for that the said Isaac at said Deerfield on the last day of March last
past was justly Indebted to the said Oliver in the sum of two pounds eight Shillings &
two pence two farthings for divers Goods Wares and Merchandizes of him the said
Oliver by him the said Oliver to him the said Isaac at his special instance & request
before that time then to be paid &c. to the Int. aforesaid to the Pltf. &
and the said Isaac then and there in consideration of his being so Indebted as aforesaid
on himself and to the said Oliver faithfully promised that he would pay him the
same sum of two pounds eight Shillings and two pence two farthings on De-
mand. yet the said Isaac tho often requested hath never paid the same nor
any part thereof but he wholly neglects to do it to the damage of the said Oliver
four pounds. the Pltf. appears by Samuel Field Gent. his Attr. and the said Isaac tho
three times publickly called to come into Court doth not come but makes default of
appearance here. Therefore it is Considered by the Court that the said Oliver do recover
against the said Isaac two pounds Eight Shillings and two pence of lawful mo-
ney Damages and Cost of Court taxed at one pound nineteen Shillings & two pence
and thereof he may have his Execn. Essex, ss. 11th August 1774. —

David Field of Deerfield in the County of Hampshire Gent. Pltf.
vs. Joseph Brawerson of Greenfield in said County yeoman Deft. in a plea of the
Case for that the said Joseph at said Deerfield on the last day of March last past
was justly Indebted to the said David in the sum of six pounds fourteen Shillings

Field vs Merrill No 62

Field vs Webb Sharp No 63

Field vs Brawerson

Field vs Brown for No 64

shillings & four pence for divers Goods Wares & Merchandizes at the special Instance and request of him the said Joseph by him the s? David to him the said Joseph before that time there sold & delivered as by the Acct to the Writ annexed & as more fully appear. and the said Joseph then & there in Consideration thereof upon him self and to the said David faithfully promised that he would pay him the same on demand. yet tho often thereto requested he hath never paid it nor any part thereof but unjustly neglects to do it to the damage of the Plt. as appears by Samuel Field Gent. his Att? and the said Joseph tho three times publickly called to come into Court do's not come but makes Default of appearance here. Therefore it is considered by the Court that the said David do recover against the said Joseph six pounds fourteen shillings and four pence of lawful money Damages & Costs of Court taxed at two pounds. The said Joseph by William Billings Esq. his Att? now comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire & for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law directs for the s? Joseph's prosecuting his s? Appeal with effect but as by the said Recognizance on file appears.

Bolton vs Barret No 65

Matthew Bolton of Colrain in the County of Hampshire yeoman Plt. vs. Oliver Barret of Leverett in s? County yeoman Deft. is a plea of the Case for that the said Oliver at Leverett aforesaid on the tenth day of November last past by his Note of that date for value received promised the said Matthew to pay him the Sum of five pounds on Demand with Interest for the same until paid. yet the said Oliver tho often thereto requested hath never paid the Contents of s? Note or any part thereof but he unjustly neglects & refuses to do it to the damage of the said Matthew Seven pounds: the Plt. appears by Samuel Field Gent. his Att? and the said Oliver tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Matthew Recover against the said Oliver [illegible] of lawful money Damages and Costs of Court taxed at 12/0. The said Oliver by William Billings Esq. his Att? comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he Recognizes with Surties as the Law directs for the said Olivers prosecuting his said Appeal with effect as by the said Recognizance on file appears.

Butler vs Davis No 67

Joseph Butler of Charlemont in the County of Hampshire yeoman Plt. vs. Ballis Davis of Greenfield in s? County yeoman Deft. is a plea of the Case for that the said Ballis at said Greenfield on the twenty seventh day of May Decr. by his Note of that date for value received promised the said Joseph to pay him the sum of Eight pounds & five shillings as within five months from the date of said Note. yet the said Ballis tho often thereto requested hath never paid the Contents of s? Note to the said Joseph but he unjustly neglects to do it to the damage of the said Joseph Ten pounds. the Plt. appears by Samuel Field Gent. his Att? and the said Ballis tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore —

it is Considered by the Court that the said Joseph do recover against the said Dillis eight pounds ten Shillings and six pence of Lawful money Damages & Costs of Court taxed at two pounds. Six Shillings & two pence. & thereof &c. Execn. is: 11th June 1774.

Caleb Smith of Sunderland in the County of Hampshire yeoman Plt. vs. Benjamin Scott late of Hatfield in s.d County yeoman Deft. in a plea of the Case for that the said Benjamin at Sunderland aforesaid on the fifteenth day of Feb: A.D. 1773 by his note of that date for value received promised the said Caleb to pay to him the sum of eight pounds at or before the last day of Feb: next with Interest from said last day of Febry till paid. yet the said Benjamin tho often thereto requested has not paid said sum nor any penny thereof but wholly refuses and neglects to do it to the damage of the said Caleb ten pounds. the Plt. appears by William Billings Esq. his Att.y and the said Benjamin tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Caleb do recover against the said Benjamin eight pounds two Shillings and two pence of lawful money Damages and Cost of Court taxed at one pound seventeen Shillings and four pence and thereof he may have his Execn. Execn. is: 30th May 1774.

Smith vs Scott No. 68

John Hamilton of Conway in the County of Hampshire yeoman Plt. vs. Caleb Sharp a Molatto Man of Conway in s.d County yeoman Deft. in a plea of the Case for that the said Caleb at said Conway on the eighth day of November A.D. 1773 by his note of that date for value received promised the said John to pay to him the sum of three pounds twelve Shillings lawful money at or before the first day of April then next with lawful Interest from the date of said Note till paid. yet the said Caleb tho often thereto requested has not performed his said promise but wholly refuses & neglects to do it to the damage of the said John four pounds. the Plt. appears by William Billings Esq. his Att.y and the said Caleb tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Caleb three pounds fourteen Shillings and three pence of lawful money Damages and Cost of Court taxed at two pounds eight pence and thereof he may have his Execn. — Execn. is: 30th May 1774

Hamilton vs Sharp No. 69

Timothy Perkins of Deerfield in the County of Hampshire yeoman Plt. vs. Timothy Lewis of Deerfield yeoman Deft. in a plea of the Case for that the said Timothy Lewis at Deerfield aforesaid on the twenty seventh day of June A.D. 1765 by his Note of that date for value received promised the said Perkins to pay to him three pounds seven Shillings & three pence in one month from the date with Interest till paid. yet the said Lewis tho often thereto requested has not paid said sum nor any penny thereof but wholly refuses and neglects to do it to the damage of the said Perkins four pounds. the Plt. appears by William Billings Esq. his Att.y and the said Lewis tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Perkins do recover against the said Lewis four pounds seven Shillings and one penny of lawful money Damages and Costs of Court taxed at two pounds four Shillings & one penny. and thereof he may have his Execn. — Execn. is: 30th May 1774

Perkins vs Lewis No. 70

Fellows Billings of Sunderland in the County of Hampshire Gent. Plt. vs. Nathaniel Barber of Deerfield in said County yeoman Deft. in a plea of the Case for that the said Nathaniel at Sunderland aforesaid on the first day of January A.D. 1770 by his note of that date for value received promised the said Fellows to pay to him or his Order thirty pounds Sixteen Shillings and eight pence lawful money on demand Interest till paid. yet the said Nathaniel tho often requested has never paid the Contents of said note but wholly refuses & neglects to do it to the damage of the said Fellows thirty four pounds. the Plt. appears by William Billings Esq. his Att.y and the said Nathaniel tho three times publickly called to

Billings vs Barber No. 71

Billings vs Parker No. 71

to come into Court doth not come but makes Default of appearance Wherefore it is Considered by the Court that the said Fellows do recover against the said Nathaniel thirty eight pounds Eighteen Shillings of Lawful money Damages and Cost of Court taxed at Three pounds Seventeen Shillings and Ten pence. The said Nathaniel by Samuel Fitch Esqr. his Attorney now comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next & he recognizes with Surties according to Law for the said Nathaniel prosecuting his said Appeal with effect as by the said Recognizance on file appears.

Fitch vs Chilson No. 72

Nathaniel Fitch of Conway in the County of Hampshire yeoman Plt. vs. Asaph Chilson Jr. of S. Conway yeoman Deft. in a plea of the Case for that the said Asaph at said Conway on the Eleventh day of January A.D. 1774 by his Note of that date for value received promised the said Nathaniel to pay him the Sum of ten pounds within three months from the date of said Note with Interest till paid, yet the said Asaph tho often requested has not paid said Sum nor any penny thereof but wholly refuses and neglects to do it to the damage of the said Nathaniel Eleven pounds. the Plt. appears by William Billings Esq. his Attr. and the said Asaph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Nathaniel do recover against the said Asaph ten pounds & 4/3 of Lawful money Damages and Costs of Court taxed at two pounds & Eight pence. And now the said Asaph by Samuel Barnard Esqr. his Attr. comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next & he Recognizes with Surties according to Law for the said Asaph prosecuting his said Appeal with effect. & by the said Recognizance on file appears.

Billings vs Perkins No. 73

Fellows Billings of Sunderland in the County of Hampshire Gent. Plt. vs. Timothy Perkins of Ashfield in S. County yeoman Deft. in a plea of the case for that the said Timothy at S. Sunderland on the thirteenth day of April A.D. 1773 by his Note of that date for value received promised the said Fellows to pay to him or Order thirty two pounds ten Shillings & six pence Lawful money within twelve months from the date of said Note Interest till paid. yet the S? Timothy tho often thereto requested has not paid said Sum nor the Interest thereof but wholly refuses & neglects to do it to the damage of the said Fellows thirty five pounds. the Plt. appears by William Billings Esq. his Attr. and the said Timothy tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Fellows do recover against the S? Timothy thirty four pounds thirteen Shillings and Eleven pence of Lawful money Damages & Costs of Court taxed at two pounds and two pence and thereof he may have his Execution. Execn. issd 30th May 1774.

Billings vs Walker No. 74

Aaron Billings yeoman & William Billings Esq. both of Sunderland in the County of Hampshire Plts. vs. Seth Walker of Deerfield in said County yeoman Deft. in a plea of the Case for that the said Seth at said Sunderland on the twentieth day of July

Dr 77/4 by his note of that date for value recvd promisd the said Aaron and William to pay to them or Order three pounds one shilling and five pence on demand with Interest till paid. yet the said Seth tho often requested has not paid said sum nor any penny thereof but wholly refuses and neglects to do it to the damage of the said Aaron and William four pounds. the Pltfs appear by Wm Williams their Attr and the said Seth tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Aaron and William do recover against the said Seth three pounds two shillings & three pence of lawful money Damages and Costs of Court taxed at 1 pound Seventeen shillings and six pence & thereof &c. Execn. is. 30th May 1774

Joseph Washburn of Hardwick in the County of Worcester yeoman Pltf vs. Jeremiah Gould of Charlemont in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Jeremiah Gould at Springfield aforesaid on the twenty sixth day of December Dr 77/3 by his note of that date for value recvd promisd the said Joseph to pay to him or Order the sum of five pounds five shillings and four pence within two months from the date of said note with Interest till paid. yet the said Jeremiah tho often requested hath not performed his promise made as aforesaid but wholly refuses and neglects to do it to the damage of the said Joseph five pounds. the Pltf appears by William Billings Esq his Attr and the said Jeremiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Joseph recover against the said Jeremiah five pounds five Shillings & four pence of lawful money Damages and Costs of Court taxed at two pounds one shilling & eight pence. and now the said Noah by Samuel Fisk Gent. his Attr comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next and he Recognizes with Sureties according to Law for the said Noah to prosecute his said Appeal with effect as by the said Recognizance on file appears.

Washburn vs Gould No 75

Baker vs Allen No 76

Daniel Baker Jr. of Springfield in the County of Hampshire yeoman Pltf vs. Noah Allen of Springfield in said County yeoman Deft. in a plea of the Case for that the said Noah at Springfield aforesaid on the twelfth day of July Dr 77/4 by his note of that date for value recvd promisd the said Daniel to pay to him the sum of two pounds nine Shillings on demand with lawful Interest till paid. yet the said Noah tho often requested has not paid said sum nor any penny thereof but wholly refuses and neglects to do it to the damage of the said Daniel three pounds. the Pltf appears by William Billings Esq his Attr and the said Noah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Daniel do recover against the said Noah two pounds nine Shillings & nine pence of lawful money Damages and Costs of Court taxed at two pounds one Shilling & eight pence. and now the said Noah by Samuel Fisk Gent. his Attr comes into Court and appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next and he Recognizes with Sureties according to Law for the said Noah to prosecute his said Appeal with effect as by the said Recognizance on file appears.

Laflin vs Dorrance No 77

Matthew Laflin of Southwick in the County of Hampshire yeoman Pltf vs. Dan Dorrance of Springfield in the County aforesaid yeoman Deft. in a plea of the Case for that the said Dan Dorrance of Springfield on the thirtieth day of April Dr 77/3 by his note of that date for value recvd promisd the said Matthew to pay him or Order the sum of ten pounds (meaning the sum of ten pounds lawful money) within six months from the date of said note with the lawful Interest thereof till paid. yet the said Dan tho the day of payment hath long since elapsed and tho often requested hath not performed his said promise but he wholly neglects it to the damage of the said Matthew nine pounds. the Pltf appears by John Phelps Gent. his Attr and the said Dan tho three times publickly called to come into Court—

Laflin vs Pomeroy No. 77

Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Mallison to recover against the said Dan five pounds nineteen Shillings and four pence of lawful money Damages and Costs of Court taxed at One pound nine Shillings and four pence. and therefore &c. Execn. is: 31st May 1774.

Hillyer vs Thomas No. 78

Elisha Hillyer of Litchfield in the County of Hartford and Colony aforesaid Gentleman Plt. vs. Lowell Thomas of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Lowell at said Springfield on the twenty fourth day of January A.D. 1774 by his Note of that date for value received promised the said Elisha to pay him the sum of two pounds nine Shillings & six pence lawful money on demand with Interest till paid yet the said Thomas tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Elisha five pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Lowell tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Elisha do recover against the said Lowell two pounds ... Shillings and four pence of lawful money Damages & Costs of Court taxed at One pound twelve Shillings and Eight pence & that he &c. Execn. is: 31st May 1774

Phelps vs Strutter No. 79

John Phelps of Westfield in the County of Hampshire Gent. Plt. vs. Samuel Strutter late of Westfield in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Samuel at Springfield on the tenth day of November A.D. 1772 by his note of that date for value received promised the said John to pay to him or Order the sum of five pounds Eleven Shillings and six pence lawful money in seventeen months from the date of said Note with the lawful Interest from the date of said Note till paid. and the Plt. avers the day given for payment of said Note hath elapsed. yet the said Samuel tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said John nine pounds. the Plt. appears in his own proper person and the said Samuel the three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John to recover against the said Samuel Six pounds one shilling and nine pence of lawful money Damages & Costs of Court taxed at One pound fourteen Shillings and ten pence and therefore he may have his Execn. ... Execn. is: 31st May 1774.

Drake vs Sutler No. 80

Moses Drake late of Westfield in the County of Hampshire yeoman Plt. vs. John Sutler late of Southbridge in the County of Berkshire yeoman Deft. in a plea of the Case for that the said John at said Springfield on the twenty seventh day of November A.D. 1769 by his Note of that date for value received promised the said Moses to pay him five pounds lawful money within eighteen months from the date thereof with Interest and the same to pay in neat cattle or horses at the appraisal of Indifferent men. and the Plt. avers that he always hitherto hath been ready to receive said neat cattle & horses. yet the said John tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Moses Nine pounds &c. the Plt. appears by John Phelps Gent. his Attr. and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Moses do recover against the said John Six pounds 6/9 of lawful money Damages and Costs of Court taxed at One pound Sixteen Shillings and two pence and therefore &c. Execn. is: 31st May 1774.

Pliny Hillyer of Simsbury in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Thomas Noble Jnr. of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Thomas at said Westfield on the twentieth day of April Dr 1773 by his note of that date for value received promised the said Pliny to pay him the sum of nine pounds twelve shillings and seven pence lawful money on demand with lawful Interest for the same till paid. yet the said Noble tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Pliny twelve pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Pliny do recover against the said Thomas ten pounds five Shillings and five pence of lawful money Damages and Costs of Court taxed at one pound twelve Shillings and eight pence & thereof &c. Execn. is. 31st May 1774

212
Hillyer vs Noble
N.o 81

Pliny Hillyer of Simsbury in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Samuel Prentis of Southwington in the County of Hampshire yeoman Deft. in a plea of Trespass on the Case for that the said Samuel at said Springfield on the first day of March last past by his note of that date for value received promised the said Pliny to pay him five pounds Eight Shillings and seven pence lawful money on demand with lawful Interest for the same till paid. yet the said Samuel tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Pliny nine pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Samuel tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said Pliny recover against the said Samuel five pounds ten Shillings and four pence lawful money Damages and Costs of Court taxed at one pound twelve Shillings and Eight pence and thereof &c. Execn. is. 31st May 1774.

Idem vs Prentis
N.o 82

Pliny Hillyer of Simsbury in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Josiah Parks of Westfield in the County of Hampshire yeoman Deft. in a plea of Trespass on the Case for that the said Pliny at said Westfield on the last day of March last past had sold and delivered to the said Josiah sundry goods Wares and Merchandizes at his special Instance & request his in Consideration thereof undertook and faithfully promised the said Pliny to pay him therefore so much money as the same Goods &c were reasonably worth at the time of the sale and delivery thereof on demand. now in fact the said Pliny doth aver that the same Goods &c at the time of the sale and delivery thereof were reasonably worth the sum of nine pounds Eighteen Shillings & nine pence lawful money of which the said Josiah there and then had notice yet the said Josiah tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Pliny nine pounds. the Plt. appears by John Phelps Gent. his Attr. and the said Josiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Pliny do recover against the said Josiah Eight pounds Eighteen Shillings & ten pence of lawful money Damages & Costs of Court taxed at one pound ten Shillings and and six pence & thereof &c. Execn. is. 30th May 1774.

Idem vs Parks
N.o 83

John Dibble of Simsbury in the County of Hartford Colony of Connecticut Genl. Plt. vs. Isaiah Thingsley of Berkshire in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Isaiah at said Springfield on the twenty eighth day of October Dr 1772 by his

Dibble vs Thingsley
N.o 84

Vits vs Kingsley No. 84

his note of that date for value recind promised the said John to pay him him or Order the sum of Eleven pounds Eleven Shillings and eight pence of lawful money on Demand with Interest till paid. yet the said Isaiah tho often there to requested hath not performed his said promise but wholly neglects it to the damage of the said John Eleven pounds. the Plt. appears by John Phelps Gent. his att.y and the said Isaiah tho three times publickly called to come into Court doth not come but makes Default of appearance here Therefore it is Considered by the Court that the said John do recover against the said Isaiah Eleven pounds Eleven Shillings and ten pence of lawful money Damages and Costs of Court taxed at One pound Eleven Shillings & three pence and thereof he may have his Execution. Execution is.d 30th May 1774

King vs Publes No. 85

Bohan King of Westfield in the County of Hampshire yeoman Plt. vs. John Harvey Publes late of Granville in said County yeoman Deft. in a plea of the Case for that the said John at said Westfield on the ninth day of August A.D. 1770 by his note of that date (by the name of John Publes) for value recind promised the said Bohan to pay him or Order the sum of three pounds five Shillings and four pence on demand with lawful Interest till paid. yet the said John tho often there to requested hath not performed his said promise but he wholly neglects it to the damage of the said Bohan five pounds. the Plt. appears by John Phelps Gent. his att.y and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance here — Therefore it is Considered by the Court that the said Bohan do recover against the said John three pounds eight Shillings and five pence of lawful money Damages and Costs of Court taxed at one pound 11/ & thereof he.Ex is. 30th May 1774

Phelps vs Eunders No. 86

John Phelps of Westfield in the County of Hampshire Gent. Plt. vs. John Harvey Publes of Granville in said County yeoman Deft. in a plea of the Case for that the said Publes at said Springfield on the twenty first day of September A.D. 1772 by his Note of that date for value recind promised the said Phelps to pay him or Order the sum of forty seven Shillings and Seven pence lawful money on Demand with lawful Interest till paid. yet the said Publes tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Phelps four pounds. the Plt. appears in his own proper person and the said Deft. tho three times publickly called to come into Court doth not come but makes Default of appearance here. — Therefore it is Considered by the Court that the said Phelps do recover against the said Publes two pounds twelve Shillings and three pence of lawful money Damages and Costs of Court taxed at one pound 11/ & thereof he.Ex is. 30th May 1774

Smith vs Saflin No. 87

Ebenezer Smith of Granville in the County of Hampshire yeoman Plt. vs. Matthew Saflin of Southwick in said County yeoman Deft. in a plea of trespass on the Case for that the said Matthew at said Southwick on the second day of March A.D. 1773 by his note of that date for value recind promised the said Ebenezer to pay him or Order the sum of ten pounds in Grain at or before the first day of December then next following the date of said note and deliver said Grain at said Saflins house by said tenth day of December at money price with the Lawful Interest thereof till paid. and the Plt avers that he always hitherto hath been ready to receive said Grain. yet the said Matthew tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage

of the said Elsmore twelve pounds. the Pltf. appears by John Phelps Gent. his Attr. and the said Matthew tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by this Court that the said Elsmore do recover against the said Matthew ten pounds fourteen Shillings and Six pence of lawful money Damages and Costs of Court taxed at five pound twelve Shillings. the said Matthew by Samuel Fowler Gent. his Attr. now comes into Court and by reason the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next and he recognizes with Sureties as he ordered for the said Matthew's prosecuting his said Appeal with effect as by the said Recognizance on file may appear.

Bildad Fowler of Westfield in the County of Hampshire yeoman Pltf. vs. Tristram Story of Southwick in said County yeoman Deft. in a plea of trespass on the Case for that the said Tristram at said Westfield on the thirtieth day of August last past by his note of that date for value received promised the said Bildad to pay him the Sum of five pounds ten Shillings by the tenth day of November then next with Interest till paid. and also for that the said Tristram afterwards viz on the last day of March last past at said Westfield being Justly Indebted to the said Bildad in the Sum of seven Shillings lawful money for the like Sum paid to John Phelps at the special Instance and request of the said Tristram for Costs at the last March Term and being so Indebted he the said Tristram then and there in Consideration thereof then and there undertook and faithfully promised the said Bildad to pay him said Sum of 12/ lawful money on demand yet the said Tristram tho often thereto requested hath not performed either of his said promises but he wholly neglects it to the damage of the said Bildad nine pounds. the Pltf appears by John Phelps Gent. his Attr. and the said Tristram tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Bildad do recover against the said Tristram Six pounds nine Shillings and eight pence of lawful money Damages and Costs of Court taxed at One pound Seven Shillings and ten pence — and thereof he may have his Execution. Execution issued 31st May 1774. —

Fowler vs Story No 88

Adonah Talbut of Westfield in the County of Hampshire yeoman Pltf. vs. Aaron Wharfield in said County yeoman Deft. in a plea of trespass on the Case for that the said Aaron at said Westfield on the seventeenth day of February 1773 by his Note of that date for value received promised the said Adonah to pay him the Sum of two pounds nine Shillings at or before the first day of January then next with lawful Interest till paid. yet the said Aaron tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Adonah five pounds. the Pltf. appears by John Phelps Gent. his Attr. and the said Aaron tho three times publicly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Adonah do recover against the said Aaron two pounds twelve Shillings and seven pence of lawful money Damages and Costs of Court taxed at One pound ten Shillings and two pence and thereof &c. Execution issued 31st May 1774. —

Talbut vs Wharfield No 89

Adonah Talbut of Westfield in the County of Hampshire yeoman Pltf. vs. Samuel Taylor of Worthington in said County yeoman Deft. in a plea of the Case for that the said Samuel at said Westfield on the first day of December 1773 by his Note of that date for value received promised the said Adonah to pay to him or Order the Sum of Six pounds nineteen Shillings lawful money by the first day of April then next with Interest till paid. yet the said Samuel tho often thereto requested hath not performed his said promise but he wholly neglects it to the damage of the said Adonah

Talbut vs Taylor No 90

Sachet vs Taylor No. 90 } Adrah nine pounds. the Plt. appears by John Phelps Gent. his Attº and the said Samuel tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Adrah do recover against the said Samuel Six pounds & Sixteen Shillings and Six pence of lawful money Damages and Costs of Court taxed at One pound twelve Shillings & eight pence and thereof he may have his Exon. Exon. is? 31st May 1774

Brown vs Emerson No. 91 } Thomas Brown of Hartford in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Elihu Emerson of Westfield in the County of Hampshire yeoman Deft. in a plea of trespass on the Case for that the said Elihu at said Westfield on the twenty fifth day of July Dr 1771 by his note of that date for value recived promised the said Thomas to pay him or his the sum of forty Shillings lawful money within one month and the Plt. avers that the time of payment hath long since elapsed. yet the said Elihu tho often thereto requested hath not performed his said promise but the wholly neglects it to the damage of the said Thomas three pounds. the Plt. appears by John Phelps Gent. his Attº and the said Elihu tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Thomas do recover against the said Elihu two pounds five Shillings of lawful money Damages and Costs of Court taxed at one pound fourteen Shillings and ten pence & thereof &c. Exd. is. 31st May 1774

Thomas vs Emerson No. 92 } John Thomas of Witherfield in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Elihu Emerson of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Elihu at Hartford in at said Westfield on the thirty first day of October Dr 1770 by his Note of that date for value recived promised the said John to pay him or Order the sum of four pounds and thirteen Shillings lawful money within two months from the date of said Note. yet the said Elihu tho often thereto requested hath not performed his said promise but the wholly neglects it to the damage of the said John Seven pounds. the Plt. appears by John Phelps Gent. his Attº and the said Elihu tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said John do recover against the said Elihu three pounds four Shillings and five pence of lawful money Damages and Costs of Court taxed at One pound fifteen Shillings and Seven pence and thereof he may have his Exon. Exon. is. 31st May 1774 —

Williams vs Fowler No. 93 } Reuben Williams of Westfield in the County of Hampshire yeoman Executor of the last Will and Testament of Nathaniel Williams late of S. Westfield yeoman deced. Plt. vs. Daniel Fowler of Westfield aforesaid yeoman Deft. in a plea of trespass on the Case for that whereas the said Nathaniel while he lived was on the Seventeenth day of October Dr 1772 was possessed of one certain Writing called a promissory note of hand Executed by the Defd Daniel in Novemb? Dr 1771 for the Sum of one hundred pounds lawful money payable to the said Nathaniel then living after whose death the Defd Writing

or Note of hand viz, on the third day of May inst. came into the hands & Possession of the said Daniel by his finding the same and the said Daniel tho he very well knew that the said Reuben was sole Executor of the last Will and Testament of the said Nathaniel and also tho he might well know the said Note of hand was the proper Goods and Chattles of the said Nathaniel in his life time, and at the time of his death and of Right to belong and appertain to the said Reuben after the decease of the said Nathaniel by reason of his Executorship meaning the false contriving and fraudulently intending Craftily and Subtilly to deceive & defraud the said Reuben in this particular of the said Note of hand after the Pl. was by the said Reuben afterwards that is to say on the third day of May aforesd. at said Westfield in said County required to deliver the same to said Reuben yet the said Daniel hath not delivered the said Note according to the said Reuben but the the said Daniel afterwards that is to say the same third day of May aforesd. at said Westfield aforesaid converted and disposed of the same Note to his own proper use to the damage of the said Reuben in said Capacity one hundred and fifty pounds. the Plt. appears by John Phelps Gent. his Attr. & moves that this Action may be continued and the Defendt. consenting thereto it is considered that the said Parties have a day before the Court the third Tuesday of August next allowing said third Tuesday aforesaid. ——

Lyon vs Lothrop No. 94

John Lyman of Northampton in the County of Hampshire Yeoman Plt. vs. Solomon Lothrop of Litchfield in the County of Berkshire Yeoman Defendt. in a plea of trespass on the case for that the said Solomon at Litchfield viz at Springfield aforesaid on the twenty second day of June last by his note of that date for value received promised the said Plaintiff to pay him or Order the Sum of Seventeen pounds lawful money by the twentieth day of November then next with Interest after said till paid & the said Plaintiff there afterwards the same day by his Indorsement under his hand on the same note Ordered the contents of the said note being then and still unpaid to be paid to the Plt. for value received of him whereof the said Solomon then and there had notice and thereupon became chargeable to pay the said Contents to the Plt. according to the tenor of the said Note and accordingly the said Solomon afterwards on the same day at Springfield aforesaid promised the Plt. to pay him the said Contents according to the tenor of the said Note yet the said Solomon the often requested hath not paid the same or any part thereof but unjustly neglects it to the damage of the said John Seventy five pounds. the Plt. appears by Caleb Strong Junr. Esqr. his Attr. and the said Solomon tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said John do recover against the said Solomon Seventeen pounds Eighteen Shillings & eight pence of lawful money Damages and Costs of Court taxed at One pound Seventeen Shillings and ten pence and Attorney. Execn. is. 27th May 1791 ——

Goodenow vs Farr No. 95

Moses Goodenow Junr. of Northfield in the County of Hampshire Blacksmith Plt. vs. Elias Farr of that part of a plan called Number five which is in said County of Hampshire yeoman Defendt. in a plea of the said for that the said Elias at a place called Pettland in Springfield aforesaid on the ninth day of June last by his note of that date for value received promised the said Moses to pay him the Sum of five pounds nine Shillings and four pence in six months from the date of the said with Interest till paid yet the said Elias tho often requested hath not paid the same or said note to the Plt. or any part thereof but unjustly neglects it to the damage of the said Moses eight pounds. the Plt. appears by Caleb Strong Junr. Esqr. his Attr. and the said Elias tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Moses do recover against the said Elias five pounds fifteen Shillings and six pence of lawful money Damages & Costs of Court taxed at two pounds five Shillings and eight pence and Attorney. Execn. is. 27th May 1791.

Cleaveland vs Cleaveland No. 96

Tyxhall Cleaveland of Hanover in the County of Grafton and Province of New Hampshire yeoman Plt. vs. Ezra Cleaveland of Worthington in the County of Hampshire yeoman Deft. in a plea of the Case for that the D. Ezra at Saffard aforesaid on the twenty second day of June A.D. 1771 by his note of that date for value recivd promised the Pl.t Tyxhall to pay him the Sum of eighteen pounds Lawful money at or before the twenty sixth day of March A.D. 1773 then next the one half thereof & the rest by the twenty sixth of March A.D. 1773 remaining that the said Ezra would pay to the P.t Tyxhall half of the contents of the said note by the twenty sixth day of March next after the date of the said note and the other half of the D. contents by the twenty sixth day of March A.D. 1773 with Interest meaning Lawful Interest for the said Sum till paid. yet the said Ezra the often requested hath not paid the contents of the said note to the Plt. or any part thereof but unjustly neglects it to the damage of the said Tyxhall thirty pounds. the Plt. appears by Caleb Strong Esq.t Gent. his Attr. and the said Ezra by John Phelps Gent. his Attr. comes into Court and moves that this action may be Continued and the Plt. agreeing thereto it is Considered that the said Parties have a day be until the last Tuesday of August next following said third Tuesday of May aforesaid.

Daniels vs Doty No. 97

Nathaniel Daniels of Worthington in the County of Hampshire Gent. Plt. vs. Samuel Eday of Gageborough in the County of Berkshire yeoman otherwise called Samuel Doty of Gageborough in the same County Gent. in a plea of the Case for that the said Samuel at Worthington aforesaid on the thirteenth day of April A.D. 1770 by his note of that date for value recivd promised the said Nathaniel to pay him the Sum of nine pounds Lawful money at or before the twenty fifth day of Decemb.r then next with Interest until paid. yet the said Samuel the often requested hath not paid the Contents of the said note to the Plt. or any part thereof but unjustly neglects to do it to the damage of the said Nathaniel fifteen pounds this Plt. appears by Caleb Strong Esq.r Gent his Att.r and the said Samuel the three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Nathaniel do recover against the said Samuel nine pounds Eleven Shillings and Eleven pence Lawful money Damages and Cost of Court taxed at two pounds three Shillings and ten pence and thereof he may have his Execn. Execn. is. 31st of May 1774

Bartlet vs Whitney No. 98

Samuel Bartlet of Ashfield in the County of Hampshire Gent. Plt. vs. David Whitney of Conway in s.d County yeo.n in a plea of the Case for that the said David at Ashfield aforesaid on the fourth day of October A.D. 1773 by his Note of hand of that date for value recivd promised the said Samuel to pay him or Order the Sum of ten pounds Lawful money by the first day of March then next with Interest till paid. yet the said David the often requested hath not paid the Contents of the said note to the Plt. or any part thereof but unjustly neglects to do it to the damage of the said Samuel fifteen pounds. the Plt. appears by Caleb Strong Esq.r Gent. his Att.r and the said David the three times publickly called to come into Court doth not come but makes Default of appearance here. — Therefore it is Considered by the Court that the said Samuel do recover against the said David ten pounds Seven Shillings and Six pence of Lawful money Damages and Costs of Court taxed at two pounds —

three Shillings and four pence and now the said David by William Billings Esq. his Attr. Comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~fourth~~ Tuesday of September next and he Recognizes with Surties as the Law directs for the said David's prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Israel Walker lately of a place called Athol Equivalent in the County of Berkshire yeoman Plt. vs. Thomas Mighell yeoman and Timothy Mighell yeoman both of Monson in the County of ~~Worcester~~ Hampshire Defts. in a plea of the Case for that said Thomas & Timothy at said Monson on the Sixth day of Feby last past by their Note of that date for value received promised said Israel to pay him or his Order Eleven pounds Twelve Shillings & Eleven pence lawful money with in three months from the date of said Note with lawful Interest for the same till paid. yet said Thomas & Timothy or either of them the often thereto requested have not paid said Israel the same Sum or any penny thereof but hitherto have and still refuse so to do to pay him the same to the damage of the said Israel Thirteen pounds &c. the Plt. appears by Moses Bliss Esq. his Attr. and the said Defts. the three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is Considered by the Court that the said Israel do recover against the said Thomas and Timothy twelve pounds ten Shillings and nine pence of lawful money Damages and Costs of Court taxed at two pounds four Shillings and four pence after all which the said Defts. by Joshua Upham Esq. their Attr. come into Court and Appeal from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and he Recognizes with Surties according to Law for the said Thomas & Timothy's prosecuting their said Appeal with effect as by the said Recognizance on file may be seen.

Walker vs Mighell No. 99

John Olott of Hartford in the County of Hartford and Colony of Connecticut Trader Plt. vs. Elisha Stud of Southampton Hadley in the County of Hampshire yeoman Deft. in a plea of the Case for that said Elisha at Hartford to wit in said Springfield on the twenty first day of January A.D. 1771 by his Note under his hand of that date for value received promised said John to pay him two pounds three Shillings & nine pence lawful money in one month from the date thereof with lawful Interest for the same till paid. yet said Elisha tho often requested hath not paid said John the same Sum or any penny thereof but neglects & refuses to pay the same to the damage of the said John three pounds. the Plt. appears by Moses Bliss Esq. his Attr. and the said Elisha tho three times publickly called to come into Court doth not come but makes Default of appearance here Therefore it is Considered by the Court that the said John do recover against the said Elisha two pounds twelve Shillings and five pence of lawful money Damages and Costs of Court taxed at one pound fourteen Shillings and six pence & thereof he may have Exon. Exon. is. 31st May 1774.

Olott vs Stud No. 101

Nathaniel Terry of Enfield in the County of Hampshire Shoemaker Plt. vs. Solomon Switland late of Somers in said County yeoman Deft. in a plea of the Case for that said John at Springfield on the twenty first day of September last past by his Note of that date for value received promised said Nathaniel to pay him four pounds six-

Terry vs Switland No. 103

Perry vs Swetland No. 103

Sixteen Shillings and nine pence lawful money on demand with lawful Interest thereof till paid yet said John tho often thereto requested hath not paid said Nathaniel the same Sum or any penny of said Interest but hitherto hath and still neglects and refuses to pay him the same to the damage of the said Nathaniel ten pounds. the Plt. appears by Moses Bliss Esq. his Attr. and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Nathaniel do recover against the said John five pounds and Seven pence of lawful money Damages and Costs of Court taxed at One pound Eight Shillings and two pence and thereof he may have his Exion. Exion. ss. 31st May 1774.

Hanoch vs Hanoch No. 105

John Hanoch of Springfield in the County of Hampshire yeoman Plt. vs. Daniel Hanoch of S. Springfield yeoman Deft. in a plea of the Case for that whereas S. Daniel at S. Springfield on the third day of August A.D. 1759 by his note of that date for value recieved promised said John to pay him the sum of four pounds at or before the first day of June then next ensuing with Interest for the same till paid. Also for that whereas S. Daniel at said Springfield on the twenty seventh day of May A.D. 1768 by his other Note of that date for value recieved promised S. John to pay him thirteen pounds Six Shillings & eight pence on Demand with Interest for the same till paid. yet said Daniel tho often requested hath not paid the said notes nor either of them but unjustly neglects to pay them to the damage of the said John thirty pounds. the Plt. appears by Moses Bliss Esq. his Attr. and the said Daniel tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Daniel thirty pounds nine Shillings and nine pence of lawful money Damages and Costs of Court taxed at One pound Seven Shillings & one penny and thereof he may have his Exion. Exion. ss. 31st May 1774.

Perry vs Perkins No. 104

Nathaniel Perry of Enfield in the County of Hampshire Shoemaker Plt. vs. Joseph Perkins Lately of Enfield aforesd. yeoman Deft. in a plea of the Case for that said Joseph at said Enfield on the twenty Sixth day of March A.D. 1773 by his Note of that date for value recd. promised said Nathaniel to pay to him Eighteen pounds fourteen Shillings and nine pence one farthing lawful money on demand with lawful Interest for the same sum till paid. yet said Joseph tho often thereto requested hath not paid said Nathaniel the same Sum or any penny thereof or said Interest but neglects to pay the same to the damage of the said Nathaniel twenty one pounds. the Plt. appears by Moses Bliss Esq. his Attr. and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. — Therefore it is Considered by the Court that the said Nathaniel do recover against the said Joseph Nineteen pounds fourteen Shillings & five pence of lawful money Damages & Costs of Court taxed at One pound Seven Shillings and Six pence & thereof &c. Exion. ss. 31st May 1774. —

Catlin vs Ware No. 107

Seth Catlin of Deerfield in the County of Hampshire Gent. was a Deputy Sheriff under Solomon Stoddard Esq. Sheriff of s. County Plt. vs. Samuel Ware of Conway in said County Physician Deft. in a plea of the Case for that said Samuel at said Springfield on the twenty seventh day of September last past by his Note of that date for value

ruined promisid one Gideon Clark to pay him or Order Eight pounds lawful money in five months from the date of said Note and afterwards on the same day no part of the Contents of said Note having been paid to said Gideon the D. Gideon there at said Springfield by his Indorsement on said Note assigned the same Note over to said Seth for value thereof of him recived and by his said Indorsement ordered said Samuel to pay the Contents of the same Note according to the tenor thereof to said Seth or his Order for value recived whereof said Seth then and there gave said Samuel Notice by means whereof said Samuel then and there became liable to pay the Contents of the same Note to said Seth and in Consideration thereof said Samuel then and there promisid said Seth to pay him or his Order the Contents of the same Note according to the tenor thereof and of said Indorsement. yet said Samuel tho often thereto requested hath not paid said Seth the same or any penny thereof but neglects and refuses so to do to the damage of the said Seth nine pounds the Plt. appears by Moses Bliss Esq. his Attl. and the said Samuel tho three times publicly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Seth do recover against the said Samuel Eight pounds two Shillings & two pence of lawful money Damages and Costs of Court taxed at one pound thirteen Shillings and five pence. And now the said Samuel by Samuel Dana his Attl. comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September and gives Recognizance with Surety as the Law directs for the said Samuel prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

John Lanthon of Westfield in the County of Hampshire yeoman Plt. vs. Samuel Hunt yeoman and Benjamin Tupper yeoman both of Chesterfield in said County Defts. in a plea of the Case for that said Samuel & Benjamin at said Springfield on the twenty ninth day of March 1775 by their note under their hands of that date for value recived promisid said John to pay him twenty one pounds nineteen Shillings and four pence lawful money in one year from the date of said note with Lawful Interest for the same sum till paid. yet said Samuel and Benjamin or either of them tho often requested has not paid said John the same Sum or any penny thereof or said Interest but hitherto have and still neglect and refuse to pay him the same to the damage of the said John twenty four pounds. the Plt. appears by Moses Bliss Esq. his Attl. and the said Defts. tho three times publicly called to come into Court do not come but make default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Benja. and Samuel twenty three pounds nine Shillings and one penny of lawful money Damages and Costs of Court taxed at one pound twelve Shillings and four pence. Now the said Samuel & Benja. by Caleb Strong Esqr. their Attl. come into Court and Appeal from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next following and the Recognizance with Sureties as the Law directs for the said Samuel & Benjamin prosecuting their said Appeal with effect as by the said Recognizance on file may be seen.

Lanthon vs Hunt et al. No. 188

Joseph Miller of Ludlow in the County of Hampshire yeoman Plt. vs. Charles Pease of Wilbraham in said County Yeoman Deft. in a plea of the Case for that said Charles at said Springfield on the fifth day of June last past by his note of that date for value recived promisid said Joseph to pay him Eleven pounds by the first day of May then next

Miller vs

No. 189

Pitkin vs Kersey No. 109

next with Lawful Interest for the same from the date of said Note. yet Def. Charles tho often thereto requested hath not paid said Joseph the same Sum or any penny thereof or said Interest but hitherto hath & still neglects and refuses to pay him the same to the damage of the said Joseph twelve pounds. the Plt. appears by Moses Bliss Esq. his Atty. and the Def. Charles tho three times publickly called to come into Court doth not come but makes Default of appearance. Therefore it is considered by the Court that the said Joseph do recover against the said Charles Eleven pounds twelve shillings and seven pence lawful money Damages and Costs of Court taxed at Seven pounds Eight shillings and the Def. may have his Execn. Execn. 2d. Oct. 1774.

Loomis vs Preston No. 110

Graves Constable yeoman and Sheriff within yeoman both of Litchfield in the County of Hampshire Plt. vs. Joshua Preston of Westfield in said County yeoman Def. in a plea of the case for that said Joshua at Westfield on the Eighteenth day of August A.D. 1767 by his Note of that date for value then received promised the Plt. and one Samuel Hunt which said Samuel was then living but has since that time deceased and the Plt. have survived him to pay them or Order the full and just Sum of two pounds Seven Shillings & seven pence on demand with Interest till paid. Also for that said Joshua at Westfield on the Eighteenth day of May of the same year by one other Note of that date for value then received promised the Plt. and one Samuel Hunt which said Samuel was then living but has since that time deceased and the Plt. have survived him to pay them or Order the further sum of two pounds Seven Shillings and seven pence making seven Shillings and seven pence on demand with Interest till paid. yet said Joshua tho often thereto requested hath never paid said Sum or any penny thereof tho often thereto requested to the Plt. and the said Samuel or either of them whilst the said Samuel lived neither hath he paid the same or any penny thereof to the Plt. or either of them since the death of the said Samuel tho requested but he hitherto hath and still doth neglect and refuse to do it to the damage of the said Graves & doth sue &c. Plt. appear by Justin Ely Gent. their Atty. and the said Joshua comes and moves that this Action may be continued for want of a material Witness & Therefore it is Considered that the said Parties have a day & until the last Tuesday of August next following said third Tuesday of May aforesaid.

Day vs Bonner No. 111

Benjamin Day Esq. of Westfield in the County of Hampshire Gent. Plt. vs. David Bonner of Springfield in s. County yeoman Def. in a plea of the Case for that whereas at said Springfield on the twenty third day of November A.D. 1772 the said Benja. had before that time at the special Instance and request of s. David sold & delivered to s. David divers Goods Wares & merchandizes of him the said Benjamin in Consideration thereof the said David then and there assumed on himself and faithfully promised the Plt. to pay him therefor so much money as the same Goods &c so sold and delivered were at the time of the sale and delivery thereof reasonably worth (together with the lawful Interest thereof till paid on demand and the Plt. in fact saith that the same Goods &c at the time of the sale and delivery thereof were reasonably worth three pounds fourteen Shillings of which the said David thereafter on the same day had notice from the Plt. — Also for that whereas at said Springfield on the last day of February last past the Plt. had before that time at the special Instance and request of s. David sold and delivered him divers

other Goods Wares and Merchandize of him the said Benja besides those mentioned in the first Count in Consideration thereof the said David then and there did undertake on himself and faithfully promise the Pltf. to pay him for the last mentioned Goods as much money as such goods or so many were reasonably worth at the time of the sale and delivery thereof on Demand. And the Pltf. in fact saith that the said goods so sold and delivered to the said David by him the said Benja as above were at the time of the sale and delivery thereof reasonably worth the further sum of three pounds four Shillings & two pence whereof the said David there afterwards to wit on the day last mentioned here had notice from the Pltf. but the said David tho often thereto requested hath never paid the said three shillings being part thereof yet the said David tho often thereto requested hath never fulfilled either of his promises to the Pltf. but unjustly neglects it to the damage of the said Benjamin four pounds. — And the Pltf. appears by Sutin Ely Gent. his Attr. and the said David tho three times publickly called to come into Court doth not come but makes Default & appears not here. Therefore it is considered by the Court that the said Benjamin do recover against the said David three pounds nine Shillings and two pence lawful money Damages and Costs of Court taxed at one pound four Shillings and three pence & also the Costs of Court taxed at 1.4.0 this 31st May 1771. —

John Worthington Esq. of Springfield in the County of Hampshire and Robert Breck of Northampton in said County Gent. Executors of the last Will and Testament of Jacob White late of said Springfield Gent. deceased Pltf. vs Parker Chase late of Somers in said County yeoman Deft. in a plea of the Case for that said Parker at said Springfield on the twenty second day of August A.D. 1759 by his note of that date for value then received promised the said Jacob in his lifetime to pay him one pound six Shillings and two pence on demand with use meaning lawful Interest till paid, which Debt or Engagement to the sum of £4/1 yet said Parker tho often thereto requested never paid said sum or any penny thereof to the said Jacob in his lifetime neither hath said Parker tho requested ever paid said Sum or Interest or any penny thereof to the Pltf. or either of them since the death of the said Jacob but hitherto hath & still doth neglect & refuse to do it to the damage of the said John & Robert three pounds. the Pltfs. appear by Sutin Ely Gent. their Attr. and the said Parker tho three times publickly called to come into Court do not come but make Default & appear not here. Therefore it is considered by the Court that the said John and Robert do recover against the said Parker two pounds Nine Shillings and four pence of lawful money Damages and Costs of Court taxed at One pound Seven Shillings & three pence & also the Costs of Court taxed at 1.4.0 this 31st May 1771. —

White Exr. vs Parker Case No. 113

George Brush of West Springfield in the County of Hampshire Gent. Pltf. vs. Thomas White Jr. of South Hadley in said County yeoman Deft. in a plea of the Case for that said Thomas at said Springfield on the thirty first day of August last past by his note of that date for value then received promised the Pltf. to pay him or order four pounds eight Shillings and eleven pence on demand with use meaning lawful Interest till paid. of said Sum. tho often thereto requested hath never paid the said Sum or Interest or any penny thereof to the Pltf. but unjustly neglects it to the damage of the said George Six pounds. the Pltf. appears by Sutin Ely Gent. his Attr. and the said Thomas tho three times publickly called to come into Court doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said George do recover against the said Thomas four pounds nine Shillings and Eight pence of lawful money Damages and Costs of Court taxed at One pound Six Shillings & three pence & also the Costs of Court taxed at 1.4.0 this 31st May 1771.

Brush vs White No. 114

Sutin Ely of West Springfield in the County of Hampshire Gent. Pltf. vs. Thomas Smith late of said West Springfield yeoman Deft. in a plea of the Case for that said Thomas at said Springfield on the twenty fifth day of August last past by his note of that date for value then received promised

Ely vs Smith No. 115

Ely-
vs
Smith
No. 115

permitted the Plt. to pay him or Order two pounds seventeen Shillings & nine pence on demand with Interest. yet said Thomas tho often thereto requested hath never paid the said Sum or Interest or any penny thereof to the Plt. but unjustly neglects it to the damage of the said Justin four pounds the Plt. appears in his own proper person and the said Thomas tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Justin do recover against the said Thomas three pounds and four pence of lawful money Damages and Cost of Court taxed at one pound five Shillings and three pence & Costs. Essex. ss. 31st May 1774

Magill
vs
Isaac
No. 116

Arthur Magill of Middletown in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Isaac Isaac late of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that said Isaac at a place called Middletown in S. Springfield on the ninth day of December last past by his note of that date for value received promised the Plt. to pay him or Order twenty two pounds in two months after the date of said note with Interest after the time of payment until paid at which time of payment is long since past. yet said Isaac tho often thereto requested hath never paid the said Sum or Interest or any penny thereof to the Plt. but unjustly neglects it to the damage of the said Arthur twenty five pounds. the Plt. appears by Justin Ely Gent. his Att.y and the said Isaac tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Arthur do recover against the said Isaac twenty two pounds Ten Shillings and Six pence of lawful money Damages and Cost of Court taxed at one pound Eighteen Shillings and two pence and the said he may have his Execution. ..... Essex. ss. 31st May 1774.

Bush
vs
Noble
No. 117

George Bush of West Springfield in the County of Hampshire Gent. Plt. vs. Daniel Noble Junr. of Westfield in said County yeoman Deft. in a plea of the Case for that said Daniel at S. Springfield on the twenty fourth day of January A.D. 1772 by his note of that date for value then received promised the Plt. to pay him or Order the Sum of Eleven pounds four Shillings and seven pence halfpenny lawful money on demand with lawful Interest till paid. yet said Daniel tho often thereto requested hath never paid the said Sum or Interest to the Plt. but unjustly neglects it to the damage of the said George thirteen pounds. the Plt. appears by Justin Ely Gent. his Att.y & the said Daniel tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said George do recover against the said Daniel nine pounds Eighteen Shillings and Seven pence of lawful money Damages and Cost of Court taxed at one pound five Shillings and five pence and thereof &c. Essex. ss. 31st May 1774

Ely
vs
Phillips
No. 118

Mary Ely of [illegible] Plt. of Springfield in the County of Hampshire Feme Sole vs. Simeon Phillips of said Springfield yeoman Deft. in a plea of the case for that said Simeon at said Springfield on the twenty eighth day of October A.D. 1765 by his note of that date for value received promised the said Mary to pay her thirty Shillings & one penny in grain in three months from the date with Interest from the date which Interest amounts to the Sum of Seven Shillings and the Plt. says she has always been ready to receive the Grain according to the tenor of said note and

that the time of payment is long since past yet said Simon tho often thereto requested hath never paid said Sum or Interest or any penny thereof to the Pltf. nor ever fulfilled his said promise to the Pltf. but unjustly neglects it to the damage of the said Mary three pounds. the Pltf. appears by Curtis Ely Gent. her Attr. and the said Simon tho three times publicly called to come in to Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Mary do recover against the said Simon two pounds five Shillings and five pence of lawful money Damages & Costs of Court taxed at One pound five Shillings and nine pence -- And now the said Simon by John Worthington Esq. his Attr comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of Septr. next and he Recognizes with Surety according to Law for the said Simon prosecuting his said Appeal with effect as by the said Recognizance on file appears.

John Landon of West Springfield in the County of Hampshire Gentn. Pltf. vs. Jonathan Loomis of S. W. Springfield yeoman Deft. in a plea of the case for that the said Jonathan at sd. Springfield on the eighth day of Octr. A. D. 1770 by his note of that date for value then received promised the Pltf. to pay him the sum of nine pounds twelve Shillings and three pence on demand with lawful Interest till paid yet said Jonathan tho often thereto requested hath never paid said Sum or Interest or any penny thereof to the Pltf. but unjustly neglects it to the damage of the said Pltf. twelve pounds. the Pltf. appears by Curtis Ely Gent. his Attr and the said Jonathan tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Jonathan ten pounds Sixteen Shillings and four pence lawful money Damages and Costs of Court taxed at One pound five Shillings & three pence after all which the Deft. comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Springfield within the County of Hampshire & for the Counties of Hampshire and Berkshire on the last Tuesday of September next and he Recognizes with Sureties as the Law directs for his prosecuting his said appeal with effect as by the said Recognizance on file appears.

Enoch Chapin of West Springfield in the County of Hampshire Gent. Pltf. vs. Timothy Burbank Senior of S. West Springfield yeoman Deft. in a plea that the said Timothy render to the s. Enoch four pounds two Shillings which to him he owes and unjustly detains, and for this Cause the Pltf. saith that whereas certain Controversies and disputes have arisen and Subsisting between the said Enoch and the said Timothy of and concerning certain Articles of Book Act particularly concerning Labour and Service done and performed by the said Enoch for the said Timothy and also concerning a Quantity of Boards & Hoops sold by the said Enoch to the said Timothy and also concerning a hogshead and twelve Bushels of Salt charged by the said Timothy to the said Enoch. for ascertaining which Controversies and disputes they the said Enoch and Timothy of said Springfield on the fifteenth day of March last submitted the matters to stand to the Award Orders and Judgment of Jonathan White yeoman & Justice Gent both of West Springfield aforesaid, Arbitrators indifferently chosen between them so that the Award should be made between them by said Arbitrators in a reasonable time and that the said Arbitrators having upon themselves the charge of the Arbitrament aforesaid thereafterwards did on the same

Chapin vs Burbank No. 120

Chapin vs Burbank No. 120

same fifteenth day of March last having fully heard the s.d Enoch and Timothy the Parties and their respective Allegations & datiue to the Controversies and disputes aforesaid and duly considered the same did Award Judge and determine in manner following viz that they the said Timothy was justly indebted to the said Enoch in the aforesaid sum of four pounds two Shillings which sum the said Arbitrators did award the said Timothy to pay to the said Enoch on demand in full for the Labour and Services aforesaid & also for the Boards & Hoop poles and also that the said Enoch was not chargeable for the Hogs Head & Salt aforesaid and that that award should be a finial Settlement of their Controversies in the premises which Award they said Arbitrators then and there did and delivered to the said Enoch and the s.d Timothy and the said Enoch says that the said Timothy hath never paid him the said Sum of four pounds two Shillings but wholly refused and still doth refuse so to do and that thereby the said Enoch hath Action accrued to the said Enoch to demand and have of the said Timothy the said Sum of four pounds two Shillings yet said Timothy the often thereto requested and particularly on the fifteenth day of March last past at Springfield aforesaid hath never paid the same but hath hitherto wholly & still unjustly neglected to pay it to the damage of the said Enoch four pounds. — the Plt. appears by Justin & by Gent. his Att.y and the said Timothy by Johns Worthington Esq. his Att.y comes into Court and moves that this Action may be continued and the Plt. not appearing it is Considered that the s.d Parties have a day given them to the last Tuesday of August next following said third Sunday of May aforesaid. —

Copley vs Trumble No. 121

Matthew Copley of Suffield in the County of Hampshire yeoman Plt. vs. Ebenezer Trumble of Loudon in the County of Berkshire yeoman Deft. in a plea of the Case for that the said Ebenezer at said Springfield on the eighteenth day of March A.D. 1768 by his note of that date for value then received promised to pay to the s.d Matthew the Sum of fifty three Shillings and seven pence Lawful money on demand with Lawful Interest till paid. yet the said Ebenezer tho often thereto demanded and requested hath not paid & fulfilled his s.d promise nor any part thereof but wholly and unjustly neglects to do it to the damage of the said Matthew four pounds. — the Plt. appears by Justin & Copley Gent. his Att.y and the said Ebenezer tho three times publickly called to come into Court doth not come but makes default of appearance therefore it is Considered by the Court that the said Matthew do recover against the said Ebenezer three pounds thirteen Shillings & four pence of Lawful money Damages and Costs of Court taxed at one pound Eleven Shillings and six pence & thereof &c. Execution. d. 31st May 1774. —

Merrells & al vs Center No. 122

Daniel & George Merrells yeomen & George Merrell Jr. yeomen both of Hartford in the County of Hartford and Colony of Connecticut Plts. vs. Jeremiah Center of Suffield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Jeremiah on the twelfth day of November last past at Springfield aforesaid by his Note for value received promised the said Daniel and George to pay them five pounds seventeen Shillings Lawful money on demand with Interest (making Lawful Interest for the same 6 p.r ct.) yet the said Jeremiah tho often requested hath not paid the same nor the Interest of it but hath neglected to do it to the damage of the said Daniel & George nine pounds the Plts. appear by Jonathan Bliss Esq. their Att.y and the s.d Jeremiah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Daniel and George do recover against the s.d Jeremiah Six

pounds and Seven pence of lawful money Damages and Costs of Court taxed at One pound Eighteen Shillings and six pence and therefor &c. Execn. is? 31st May 1774. ——

Sikes vs Phillips No 123

James Sikes of Springfield in the County of Hampshire yeoman Plt. vs. James Phillips of West Springfield in said County yeoman Deft. in a plea of the case for that the said James Phillips on the fourth day of December A.D. 1771 at Springfield aforesaid by his Note of that date for value received promised the said Sikes to pay him eight pounds one Shilling and nine pence lawful money to be paid in neat young Cattle (meaning yearling neat Cattle of the value of that sum) on the fifteenth day of November then next with interest meaning lawful Interest for the same and the said Phillips tho that time is elapsed and tho often requested hath not paid the same sum or the value thereof in young neat Cattle nor the Interest thereof - nor has he any ways fulfilled his said promise but neglects and refuses to do it to the damage of the said Sikes Sixteen pounds tho' Plt. appears by Jonathan Bliss Esq. his Attr. and the said Phillips tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Sikes do recover against the said Phillips Eight pounds Seventeen Shillings and four pence lawful money Damages and Costs of Court taxed at One pound four Shillings & eight pence and therefor he may have his Execn. Execn. is? 31st May 1774. ——

Bull vs Denio No 124

David Bull of Hartford in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Aaron Denio Junr. of Greenfield in the County of Hampshire yeoman Deft. in a plea of the case for that the said Aaron on the twelfth day of April instant at Springfield aforesaid being indebted to the said David in the Sum of Eleven pounds Six Shillings & eight pence lawful money accordings to the Act. annexed to the Writ he the said Aaron then & there in Consideration thereof promised the said David to pay him the same on demand. Also for that whereas the said Aaron there afterwards on the same day in Consideration that the said David had before that time at the special Instance & request of the said Aaron sold and delivered to the said Aaron divers Goods Wares & Merchandizes other than those in the said account specified & before mentioned & named on his sell and other and there promised the said David to pay him so much money as the said Goods & wares were at the time of the sale and delivery thereof reasonably worth on demand. and the said David avers that the same Goods & wares at the time of the sale and delivery thereof reasonably were worth other eleven pounds Six Shillings and eight pence like money &c. at Springfield aforesaid whilst the said Aaron then & there had & still yet the said Aaron tho often requested hath not paid the several sums aforesaid or either of them but he refuses and refuses to do it to the damage of the said David fifteen pounds. tho' Plt. appears by Jonathan Bliss Esq. his Attr. and the said Aaron tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said David do recover against the said Aaron eleven pounds six Shillings and eight pence of lawful money Damages and Costs of Court taxed at One pound nineteen Shillings & four pence and therefor he may have his Execn. Execn. is? 31st May 1774.

Idem vs Denio No 125

David Bull of Hartford in the County of Hartford and Colony of Connecticut yeoman Plt. vs. Ballis Denio of Greenfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Ballis on the thirteenth day of July A.D. 1772 at Springfield aforesaid by his Note under his hand of that date for value received promised the said David to pay him five pounds twelve Shillings and Eleven pence lawful money on demand. Also for that the said Ballis at said Springfield on the thirtieth day of September last past being indebted to the said David in another sum

Ball vs Davis No. 125

lawe of five pounds fourteen Shillings and two pence like money to bat-
tance due & according to the Act. annexed to the Writ he the s^d Ballis
then and there in Consideration thereof promised the said David to pay
him the same on demand. Also for that whereas the said Ballis there
afterwards on the same day in Consideration that the said David had
there before that time sold and delivered to him the said Ballis at his
special Instance and request sundry Goods Wares & Merchandizes other
than those in the said annexed Act enumerated and by law mentioned -
assumed on himself and then and there promised the said David to pay
him so much money as the same Goods & were at the time of the sale
and delivery thereof reasonably worth on demand and the s^d David
avers that the same Goods & were at the time of the sale & delivery
thereof reasonably worth other Eleven pounds 16/1. like money
vizt at Springfield aforesaid of which the said Ballis then & there had
Notice. also for that the said Ballis there afterwards on the same day
being indebted to the said David in other five pounds twelve Shillings
and eleven pence like money for so much money of the said David there
before that time had and received by the said Ballis to the use of the said
David he the said Ballis then and there in Consideration thereof pro-
mised the said David to pay him the same on demand. yet the said
Ballis tho often requested hath not paid the several Sums aforesaid or
either of them but hitherto wholly refuses to do it to the damage of
the said David fifteen pounds. the P^lt. appears by Jonathan Bliss Esq.
his att^r. and the said Ballis tho three times publickly called to come into
Court doth not come but makes Default of appearance here. Therefore
it is Considered by the Court that the said David do recover against the said
Ballis Eleven pounds Seven Shillings & one penny of lawful money
Damages and Costs of Court taxed at One pound fifteen Shillings & ten pence
and thereof he may have his Execution. — Execution. d^o 31st May 1774. —

Merrells & al vs Steel No. 126

Daniel Merrells yeoman & George Merrells yeoman both of Hartford in the County of Hartford and Colony of Connecticut Plf^s. vs. Elisha Steel of Southadley in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Elisha on the thirty first day of August last past at Springfield aforesaid by his note for value received promised the said Daniel and George to pay them fifty six Shillings lawful money within six months from that time with Interest till paid. yet the said Elisha tho that time is elapsed & tho often requested hath not paid the same Sum or the Interest of it but hitherto wholly neglects and refuses to do it to the damage of the said Daniel & George six pounds. the Plf^s appear by Jonathan Bliss Esq. his att^r and the d^s. Elisha tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Daniel & George do recover against the said Elisha two pounds eighteen Shillings and five pence of lawful money Damages & Costs of Court taxed at One pound fourteen Shillings & eight pence & therefor. &c. d^o. 31st May 1774

Stephens & al vs Burr No. 127

Thomas Stephens yeoman & Ebenezer Phelps yeoman both of Simsbury in the County of Hartford and Colony of Connecticut Plf^s. vs. Etonijah Burr of Southwick in the County of Hampshire yeoman Deft. in a plea of the Case for that the d^s. Etonijah on the eighth day of March A^o 1773 at Springfield aforesaid by his note

of that date for value recived promised the said Thomas and Ebenezer to pay them five pounds and ten Shillings lawful money's worth of Grain that is merchantable or Beef or Pork each of them to be at the Market price by the twelfth day of January then next and if not then paid to pay Interest therefor till paid. and the said Thomas and Ebenezer aver that they were always after the making the said promise till the said twelfth day of January aforesd ready to receive the said Grain & Beef & Pork &c. at Simsbury aforesaid, yet the said Dominicus tho the time aforesaid is elapsed and tho often requested and particularly on the said twelfth day of January at Southwick aforesaid hath not paid or delivered the said Grain or Beef & Pork nor has he any ways fulfilled his said promise but therein neglects and refuses to do it to the damage of the said Thomas & Ebenezer ~~damd~~ nine pounds. the Plffs appear by Jonathan Bliss Esq. their Attr and the said Dominicus tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Thomas and Ebenezer do recover against the said Dominicus five pounds twelve Shillings & four pence of lawful money Damages and Costs of Court taxed at one pound twelve Shillings & two pence and thereof he may have his Execn. Execn. is. 21st May 1774.

Isaac Moor Junr. of Simsbury in the County of Hartford and Colony of Connecticut yeoman Pltf vs. Joseph Moor Junr. of Southwick in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Joseph on the eighth day of December Last past at Springfield aforesaid by his note of value recived promised the said Isaac to pay him three pounds ten Shillings lawful money by the first day of May then next with use (meaning lawful Interest) for the same till paid. yet the said Joseph hath never paid the same Sum or the Interest of it but he neglects and refuses to do it to the damage of the said Isaac Ten pounds. the Dft. appears by Jonathan Bliss Esq. his Attr and the said Joseph tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Isaac do recover against the said Joseph three pounds Eleven Shillings and nine pence of lawful money Damages and Costs of Court taxed at One pound Eleven Shillings & ten pence & thereof &c. Execn. is. 21st May 1774.

Isaac Moor Junr. vs Joseph Moor Junr. No 128

John Murray of Shutland in the County of Worcester Esqr. & Wm. his Noble Gent. and Asa Noble Junr. yeoman both of Westfield in the County of Hampshire Pltfs. in a plea of the Case for that the said Deft. on the first day of December A.D. 1771 by their note of that date for value recived promised the said John to pay him or their Attorney nine pounds four Shillings & eight pence lawful money within one year from the date aforesaid & to pay Interest meaning lawful Interest for the same till paid. yet the said Deft. tho that time is elapsed and tho often requested have not paid the said Sum or the Interest of it nor has either of them done it but they neglect and refuse to do it to the damage of the said John forty pounds. the Dft. appears by Jonathan Bliss Esq. his Attr and the said Deft. tho three times publickly called to come into Court do not come but make Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Asa & Wm. thirty three pounds Eight Shillings & three pence lawful money Damages and Costs of Court taxed at two pounds four pence. — the Deft. by Saml. Fowler Esqr. their Attr moves to Court & appeals from the Judgment of this Court to the Superiour Court of Judicature or next to be holden at Springfield within the County of Hampshire and for the County of Hampshire & Berkshire on the fourth Tuesday of August last and by Recognizors with Sureties as the Law directs for the said Asa and Asa Junr. is prosecuting their said Appeal with effect as by the said Recognizance on file may be seen —

John Murray & Noble vs

Warriner vs Phillips No. 130

Hezekiah Warriner of West Springfield in the County of Hampshire yeoman Plt. vs. James Phillips of West Springfield aforesaid yeoman Deft. in a plea of the Case for that the said James at Springfield aforesd. on the Sixteenth day of August last by his note of that date for value recivd promisd the said Hezekiah to pay him nine pounds of lawful money on demand with lawful Interst for the same till paid. yet the said James tho often requested hath not paid the same Sum or the Interest of it but he neglects and refuses to do it to the damage of the said Hezekiah fifteen pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said James tho three times publickly called to come into Court doth not come but makes Default of appearance here. — Therefore it is Considered by the Court that the said Hezekiah do recover against the said James Nine pounds Eight Shillings & three pence of lawful money Damages & Costs of Court taxed at one pound five Shillings and three pence & thereof &c. Execn. is. 31st May 1774.

Ides vs Cooley No. 131

Hezekiah Warriner of West Springfield in the County of Hampshire yeoman Plt. vs. Caleb Cooley of Springfield in said County yeoman Deft. in a plea of the Case for that the said Caleb at Springfield aforesaid on the twenty fourth day of may A.D. 1770 by his Note of that date for value recivd promisd the Plt. to pay him or Order five pounds and five Shillings lawful money on demand with Interest (meaning lawful Interest) for the same till paid yet the said Caleb tho often requested hath not paid the same sum or the Interest of it but he neglects and refuses to do it to the damage of the said Hezekiah nine pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Caleb tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Hezekiah do recover against the said Caleb Six pounds ten Shillings and two pence of lawful money Damages and Costs of Court taxed at One pound four Shillings and Eleven pence and thereof &c. Execn. is. 31st May 1774.

Hitchcock vs Lamson No. 132

Nathaniel Hitchcock Junr. late of Wilbraham in the County of Hampshire yeoman Plt. vs. Moses Lamson of Palmer in said County yeoman Deft. in a plea of the Case for that the said Moses on the ninth day of March A.D. 1773 at Springfield aforesaid by his Note of that date for value recivd promisd the said Nathaniel to pay him ten pounds and ten Shillings lawful money within eight months from the said date of said Note with Interest (meaning lawful Interest) for the same till paid. yet the said Moses tho often requested & tho that time is elapsd hath not paid the same Sum or the Interest of it but he neglects and refuses to do it to the damage of the said Nathaniel Eighteen pounds. the Plt. appears by Jonathan Bliss Esq. his Attr. and the said Moses tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Nathaniel do recover against the said Moses Eleven pounds five Shillings and two pence of lawful money Damages & Costs of Court taxed at One pound nine Shillings and Six pence and thereof he may have his Execn. — Execn. is. 31st May 1774.

Merrills vs Lamb No. 133

Daniel Merrills yeoman and George Merrells yeoman both of Hartford in the County of Hartford and Colony of Connecticut Plts. vs. Daniel Lamb of Springfield in the County of Hamps-

shire yeoman Defft. in a plea of the Case for that the said Lamb on the thirty first day of August last past at Springfield aforesaid by his note of value received promised the Pltf. to pay them or their order twenty seven pounds. two Shillings and eight pence lawful money on the first day of May then next with Interest arising thereon, yet the said Lamb [illegible] hath not paid the same sum or the Interest of it but he refuses and refuses to do it to the damage of the Pltf. forty pounds. the Pltf. appears by Jonathan Bliss Esq. their Attr. and the said Lamb the three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Pltf. recover against the said Lamb twenty Eight pounds Six Shillings of lawful money Damages and Costs of Court taxed at one pound two Shillings and Six pence — the said Lamb by John Worthington Esq. his Attr. now comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature the next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next and the Recognizors with Sureties as the Law directs for the said Lamb to prosecuting his said Appeal with effect as by the said Recognizance on file may be seen.

Moses Bagg of Westfield in the County of Hampshire yeoman Pltf. vs. Arad Terrill of Springfield in S. County yeoman Deft. in a plea of the Case for that the said Arad on the fourth day of January A.D. 1771 at said Springfield by his note of that date promised the said Moses to pay him five pounds Eighteen Shillings and five pence lawful money by the tenth day of May then next the one half in Cash, and the other half in Merchantable Boards (meaning to pay the one half of that sum in money and the value of the other half thereof in Merchantable Boards) with Interest until paid. Also for that the said Arad afterwards on the fourth day of May A.D. 1773 in Consideration that the said Moses had then before that time at the special Instance and request of said Arad gone with a Team from Hartford in the County of Hartford to Country in the same County assumed on himself and then and there promised the said Moses to pay him so much money as he therefor reasonably deserved to have on demand. and the said Moses avers that he did therefor reasonably deserve to have other twelve Shillings lawful money of said Springfield of which the said Arad then and there had notice. yet the said Arad tho often requested and particularly on the tenth day of May A.D. 1775 at Springfield aforesaid hath not paid the several Sums aforesaid or either of them nor has he any ways fulfilled either of his said promises but hitherto neglects and refuses so to do to the damage of the said Moses nine pounds. the Pltf. appears by Jonathan Bliss Esq. their Attr. and the said Arad tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Moses do recover against the said Arad Six pounds Seven Shillings and nine pence lawful money Damages and Costs of Court taxed at one pound Seven Shillings and Six pence and thereof he may have his Execution.

Bagg vs Terrill No. 134

Exon. 31st May 1774.

Daniel Burt Litchfield in the County of Litchfield and Colony of Connecticut yeoman Pltf. vs. Lindsey Moor of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Moor at Springfield on the seventh day of September last past by his note of that date for value received promised the said Burt to pay him seven pounds thirteen Shillings by the first day of October then next with lawful Interest for the same from said time of payment till paid. yet the said Moor tho often requested hath never paid the same or any part thereof but refuses so to do to the damage of the said Daniel nine pounds. the Pltf. appears by Solomon Worthington Esq. his

Burt vs Moor No. 135

Burk vs Moor No. 135

his Att. and the said Simon tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Samuel do pay unto the said Simon seven pounds Eighteen Shillings and nine pence of lawful money Damages and Costs of Court taxed at One pound fourteen Shillings & three pence and the said Moor may have his Execution. Execn. is: 31st May 1774.

Burk vs Smith No. 136

Josiah Burk of Hatfield in the County of Hampshire and Province and Colony of Connecticut yeoman Pltf. vs. Thomas Smith of the same place and Samuel Goodyeoman both of Hatfield in the County & Province aforesaid Defts. is a plea of the Case for that the said Thomas & Samuel at Northampton in said County on the nineteenth day of August Dr 1772 by their Note of that date for value recvd promised said Josiah to pay him seven pounds and Seven Shillings by the first day of April then next or to pay him the value of that Sum in Grain by that time with the Lawful Interest for the same till paid — yet the said Thomas and Samuel or either of them tho often requested have never paid said Sum or the value thereof in Grain tho the said Josiah was always ready at N. Northampton to receive the same nor have they paid any part thereof but wholly neglect to do it to the damage of the said Josiah ten pounds. the Pltf. appears by John Worthington Esq. his Att. and the said Defts. tho three times publickly called to come into Court do not come but make default of appearance here. Therefore it is Considered by the Court that the said Josiah do recover against the said Thomas & Samuel Eight pounds two Shillings and five pence of lawful money Damages & Costs of Court taxed at one pound Eighteen Shillings & three pence — after all which the said Thomas and Samuel by Elisha Porter Esq. their Att. come into Court and Appeal from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within in the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Sunday of September next and recognizes with Sureties according to Law for the said Thomas & Samuel prosecuting their S. Appeal with effect as by the said Recognizance on file appears.

Chapin vs Barbar No. 137

Phinehas Chapin of Springfield in the County of Hampshire Gent. Pltf. vs. Timothy Burbank of S. Springfield yeoman Deft. is a plea of the Case for that whereas the S. Phinehas at S. Springfield on the twentieth day of April last past at the special Instance and request of the said Timothy bargained sold and delivered to the S. Timothy three thousand two hundred & six feet of Boards to be paid the value thereof in Corn at the Rate of thirty Shillings pr. Thousand on or before the last day of May then next he the said Timothy then and there in Consideration thereof assumed on himself and to the said Phinehas faithfully promised to pay him on or before the last day of May then next the value of the said three thousand two hundred and six feet of Boards at the rate of thirty Shillings pr. thousand as aforesd. accordingly. Also for that whereas the said Phinehas at said Springfield on the same twentieth day of April last past at the special Instance & request of the S. Timothy sold & delivered to him three other three thousand two hundred & six feet of Boards he the said Timothy then and there in Consideration thereof promised the said Phinehas to pay him in Corn on or before the last day of May then next the value of such Sum as the S. Boards at the said time of the sale and delivery thereof were reasonably worth and the said

Phinehas says that ps. Boards at the s? time of the said sale and delivery thereof were well worth thirty shillings pr thousand of all which the said Timothy there afterwards viz the same twentieth day of April had notice & the said Phinehas says that he has always been ready to give said Timothy the s? Timothy yet tho often requested hath never performed his said promise. Also for that whereas the s? Timothy at s? Springfield on the same twentieth day of April in consideration that the said Phinehas had theretofore that time at his special Instance and request sold and delivered to him other 3206 feet of Boards he the s? Timothy then and there in Consideration thereof promised the Plt. that same boards as the s? Boards last aforesaid were reasonably worth at the s? time of the sale and delivery thereof whenever he should be thereto demanded he would to the Plt. well and truly pay & content & the Plt. says the same Boards last aforesaid at said time of the sale & delivery thereof were well worth the same sum of five shillings of which the said Timothy there afterwards the same day had notice yet tho often requested s? Timothy hath never performed his said promise but neglects it to the damage of the said Phinehas ten pounds. the Plt. appears by John Worthington Esq. his Att? and the said Timothy tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Phinehas do recover against the said Timothy five pounds one shilling and ten pence & Costs of Court taxed at one pound six shillings and ten pence lawful money Damages and Costs of Court taxed at one pound six shillings and three pence. Execut. is? 1st June 1774.

Benjamin Leonard Junr. of West Springfield in the County of Hampshire yeoman Plt. vs. Elijah Leonard of s? West Springfield yeoman Deft. in a plea of the case for that whereas s? Elijah at s? Springfield on the first day of May A? 1766 by his note for value received promised said Benjamin to pay him one pound seventeen shillings and seven pence on demand with use remaining lawful Interest for the same till paid. yet said Elijah the often requested hath not paid the same but unjustly neglects it to the damage of the said Benjamin five pounds. the Plt. appears by John Worthington Esq. his Att? and the s? Elijah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Benjamin do recover against the said Elijah two pounds sixteen shillings and ten pence of lawful money Damages and Costs of Court taxed at one pound five shillings and three pence & Execut. is? 31st May 1774.—

Leonard vs Leonard No. 138

Seth Burbank of Suffield in the County of Hampshire yeoman Plt. vs. Jael Eby of West Springfield in s? County yeoman Deft. in a plea of the case for that whereas s? Jael at said Springfield on the sixt day of December A? 1773 by his note of that date for value received promised s? Seth to deliver him or Order at s? Suffield the value of Six pounds ten shillings in good timber at or before the twentieth day of April then next and said Seth saith that he hath ever been ready to receive the same timber at Suffield aforesaid. yet said Jael tho often requested hath never delivered the same as aforesaid but unjustly neglects to do it to the damage of the s? Seth five pounds. the Plt. appears by John Worthington Esq. his Att? and the said Jael tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is considered by the Court that the said Seth do recover against the said Jael six pounds ten shillings and seven pence of lawful money Damages and Costs of Court taxed at One pound six Shillings and ten pence & Execut. is? 31st May 1774.

Burbank vs Eby No. 139

Benjamin Leonard Junr. of West Springfield in the County of Hampshire yeoman Plt. vs. Timothy Hopkins of s? West Springfield Gent. Deft. in a plea of the case for that whereas s? Timothy the said

Leonard vs Hopkins No. 140

Leonard vs Hopkins No. 1040

said Springfield on the thirteenth day of April D. 1772 by his note of that date for value recived promised said Benjamin to pay him three pounds nine Shillings and three pence on demand with use (meaning lawful Interest) for the same till paid. yet said Timothy tho often requested hath not paid the same but unjustly neglects to pay it to the damage of the said Benjamin six pounds. this Pltf. appears by John Worthington Esq. his Attr. and the said Timothy tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Benjamin do recover against the said Timothy three pounds Seventeen Shillings and nine pence of lawful money Damages & Costs of Court taxed at one pound four Shillings & Eleven pence and thirty hereof have his Execn. — Execn. issd 1st June 1774. —

Billings vs Dickinson No. 1041

Elijah Billings of Conway in the County of Hampshire yeoman Pltf. vs. Elias Dickinson of s^d Conway yeoman Deft. in a plea of trespass in the Case for that whereas s^d Elias at s^d Conway on the seventh day of August last past by his note of that date for value recivd promisd said Elijah to pay him or Order the sum of Seventeen pounds lawfull money with his two wifes from the date of s^d note if not paid thus Instrest for the same till paid. yet said Elias tho often requested hath not paid the same but unjustly neglects to do it to the damage of the said Elijah twenty pounds the Pltf. appears by John Worthington Esq. his Attr. and the said Elias tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Elijah do recover against the said Elias Eleven pounds Seven Shillings and six pence of lawful money Damages and Costs of Court taxed at one pound nineteen Shillings. — and now the said Elias by William Billings Esq. his Attr. comes into Court and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Last Tuesday of September next and he the said Appellant gives with Surety according to Law for the said Elias's prosecuting his s^d Appeal with effect as by the said Recognizance on file may be seen.

Smith vs Thompson No. 1042

James Smith of Palmer in the County of Hampshire yeoman Pltf. vs. Noah Thompson of Ware in the same County yeoman Deft. in a plea of the Case for that whereas said Noah at s^d Springfield on the first day of April D^o 1773 by his note of that date for value recived promisd one Samuel Blackmer to pay him or Order two pounds fourteen Shillings in twelve months from the date of said note with lawful Interest for the same till paid and said Samuel after that, that is to say, on the same day at Springfield aforesaid by his Instrument on the back of s^d Note with his own proper hand subscribed assigned the same to said James and ordered the Contents thereof then wholly due to be paid to said James of which said Noah then there had notice by which s^d Noah became liable to pay the same to the Pltf. and being so liable said Noah did then & there in Consideration thereof promise to pay the same to said James according to the tenor of s^d Note yet s^d Noah tho often requested hath not paid the same to s^d James but unjustly neglects to do it to the damage of the said James six pounds the Pltf. appears by John Worthington Esq. his Attr. and the s^d Noah tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that

the said James do recover against the said Noah two pounds Seventeen Shillings & eight pence of lawful money Damages and Costs of Court taxed at One pound Twelve Shillings and Eleven pence and therof &c. Given. &c. 1st June 1771—

Test Roat Ellsx. of Hartford in the County of Hartford and Colony of Connecticut Esq. Pltf. Timothy Nurse of Suffield District in the County of Hartford yeoman Defr. in a plea of trespass on the Case for that whereas at said Hartford on the twenty eighth day of December in the ninth year of his majesty's Reign the said Timothy Nurse purchased and sued out according to the Laws of the said Colony from one John Thimberly Esq. then one of his Majesty's Justices of the peace for the s. County of Hartford an Original Writt in form as by the Law of the said Colony is prescribed against one Isaac Phibbee of Enfield yeoman in an Action or plea of trespass returnable & to be heard and tried at the adjourned County Court then next to be holden at s. Hartford on the last Tuesday of January then next and whereas in order to the said Timothy's obtaining and procuring the same Writt to be sued against the said Isaac it was necessary by the Laws of the said Colony that the s. Timothy should procure some able and responsible person living an Inhabitant and having Estate in said Colony to become bound by recognizance to the treasurer of the said County of Hartford in the sum of twenty pounds to be paid to the said Treasurer on Condition said Timothy should not prosecute his s. Action against said Isaac to effect and answer all Damages in Case he should not make his plea good. and thereupon the said Timothy on the same twenty eighth day of December at said Springfield requested the s. Ephe the Pltf. to become bound for and on his behalf in that manner and the said Timothy then and there viz. at s. Springfield on s. 28th day of December promised said Ephe that in Case he would thus become bound for and on his behalf as aforesaid that he said Timothy would well and truly indemnify and save him harmless from such Obligation. and the said Ephe says that thereupon afterwards viz. on the same day at said Hartford before the same John Thimberly Esq. he acknowledged himself bound & Indebted and thereby by Law there became bound & Indebted to the Treasurer of the said County of Hartford in the sum of twenty pounds to be paid to the said Treasurer on Condition said Timothy should not prosecute his s. action to effect and answer all Damages in Case he should not make his plea good. and the said Ephe says that in that Action the said Timothy did not make his plea good but that therein it was so proceeded that at a Superiour Court Holden at Hartford on the first Tuesday of March in the same ninth year of his Majesty's Reign upon an Issue joined between the said Parties on a plea of the said Isaac that he was not guilty of the trespass therein charged against him by said Timothy that a Jury there Impannelled and Sworn according to Law there duly to try the same returned their Verdict on oath that the said Isaac was not guilty thereof and that thereupon it was considered by the Justices of the s. Court that the said Isaac should recover against s. Timothy Seventeen pounds four Shillings and one penny for his Costs & Charges by him expended in defending himself against the said Timothy's Demand & Suit aforesaid and said Ephe further says that the s. Timothy hath never paid the same nor any way answered the Damages sustained by s. Isaac and recovered against him as aforesaid by reason of his not making good his said plea but that afterwards viz. on the Sixth day of June in the ninth year of his majesty's Reign the said Isaac at said Hartford sued out an Writ of Execution on

Roat Ellsx Pltf vs Timothy Nurse Defr Actⁿ on the Case

Root vs Nurse No. 1413

on the Judgment aforesaid for the Sum aforesaid recovered & in form as by the Law of the said Colony is prescribed & directed to the Sheriff of the said County of Hartford and afterwards viz on the same day there delivered the same writ to the said Sheriff to execute & Return according to Law and he further says that the same Sheriff there made immediate & diligent search throughout his Precinct and could find neither the Body nor any Estate of the said Timothy therein wherein to levy the said Recov. or by which he could any way execute & satisfie the same and afterwards viz on the eighteenth day of July in the same year duly made his Return thereof accordingly. and the said Defe says that the P. Timothy did not indemnify and save him harmless from his said Recognizance according to his said promise but that by means thereof and by reason of the premises he has been put to great trouble vexation & Expence in many respects and particularly has been compelled & obliged to pay to the P. Isaac the Sum of Seventeen pounds fifteen Shillings & seven pence lawful money. also for that said Timothy at P. Springfield on the sixteenth day of March Anno Dom 1769 by his Note of that date for value received promised the said Defe to pay him the Sum of fifty pounds lawful money on demand. yet the said Timothy tho often requested hath never paid the same or any part thereof but unjustly neglects to doit. Also for that said Timothy at P. Springfield on the last day of Decemb. Anno 1769 being Justly Indebted to P. Defe in another Sum of Seventeen pounds fifteen Shillings & seven pence for so much money other than the aforementioned by P. Defe there before that time at P. Timothy's request paid for him and on his behalf to P. Isaac he P. Timothy in Consideration thereof then and there promised P. Defe to pay him the same Sum on Demand - yet tho often requested he hath not performed that or either of his promises aforesaid but neglects it to the damage of the P. Defe Seventy pounds. — the Plt. appears by John Worthington Esq. his Att. and the said Timothy by Joseph Hawley Esq. his Att. comes & defends the force &c and reserving liberty to make another & new plea at the trial of the Appeal waiving the following says the within named Plt. will never be able to produce such a Recognizance as is mentioned in his Declaration and therefore will fail in his Action and this he is ready to verify. and the within named Defe agreeing to the Defts reservation says that he ought not by any thing alledged in the Defts plea to be precluded from having and maintaining his action aft the Deft. of the matters within declared of because he says the Defts P. plea & the matters therein contained are insufficient to preclude him the Plt. from his Action and that he has no need nor is he held by the Law of the land to reply thereto he therefore prays Judgment thereof & that his Damages may be adjudged to him. and the Deft. says that his plea is sufficient. Whereupon all and singular the premises being seen & by the Court of the Lord the King now here fully understood for that it appears to the said Court that the plea aforesd. of the said Timothy by him above pleaded and the matters therein contained is an Insufficient Answer to the Declaration aforesaid of the said Defe & ought not to preclude the P. Defe from having and maintaining his Action aforesaid, and because the said Timothy hath not denied in any manner the aforesaid Action & plea of the P. Defe Therefore it is Considered that the P. Defe do recover against the P. Timothy Seventy pounds of lawful money Damages & Costs of Court taxed

at One pound Eighteen Shillings. — The Defft. Appeals from the Judgment of this Court to the Superiour Court of Judicature next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the ~~fourth~~ Tuesday of September next and ~~gives~~ gives ~~with sureties~~ according to Law to prosecute his appeal with effect as by the said Recognizance on file appears.

Thomas Jones of Wilbraham in the County of Hampshire yeoman Plt. vs. Ebenezer Burt of Springfield in S. County yeoman Defft. } Jones vs Burt No. 144

in a plea of the Case for that whereas S. Ebenezer at S. Springfield on the twenty ninth day of January A.D. 1773 by his Note of that date for value received promised S. Thomas to pay him or his Order two pounds and Six pence on demand with Interest for the same till paid. yet said Ebenezer tho often requested hath not paid the same but neglects to pay it to the damage of the said Thomas Six pounds the Plt. appears by John Worthington Esq. his Attt. and the said Ebenezer tho three times publickly called to come into Court doth not come but makes Default of appearance here Therefore it is Considered by the Court that the said Thomas do recover against the said Ebenezer two pounds one Shilling & eight pence of Lawful money Damages & Costs of Court taxed at One pound Six Shillings and Six pence and thereof he may have his Execn. Execn. is. 1st June 1774

Simeon Dewey of Springfield in the County of Hampshire yeoman Plt. vs. Charles Ferre of Wilbraham in S. County yeoman Defft. in } Dewey vs Ferre No. 145

a plea of the Case for that whereas S. Charles at S. Springfield on the twenty seventh day of April A.D. 1773 by his Note of that date for value received promised said Simeon to pay him or his Order two pounds on demand with Interest till paid. yet said Charles tho often requested hath not paid the same nor any part of it but unjustly neglects it to the damage of the said Simeon five pounds. the Plt. appears by John Worthington Esq. his Attt. and the said Charles tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Simeon do recover against the said Charles two pounds two Shillings and Six pence of Lawful money Damages and Costs of Court taxed at One pound five Shillings and three pence Execn. is. 1st June 1774.

Hannah Chapin of Springfield in the County of Hampshire Widow & Relict of Abel Chapin late of S. Springfield deceas'd & Ephraim Chapin of said Springfield yeoman & Samuel Smith of Sandisfield in the County of Berkshire yeoman Exrs. of the last Will & Testament of the said Abel Chapin Plt. vs. John Hill Junr. late of Brookfield in the County of Worcester yeoman Defft. in a plea of the Case for that the said John at S. Springfield on the Eleventh day of January A.D. 1771 by his Note of that date for value received promised (by the name of John Hill of Brookfield) the said Abel then living to pay him the Sum of fourteen pounds eight Shillings Lawful money within one year from the date of the said Note with use (meaning the Lawful Interest of the said Sum) after three months from the said Date until paid. yet the said John tho often requested has never paid the same Sum or any penny thereof unto the said Abel whilst he lived nor has he the said John ever paid the said Sum or any penny thereof unto the said Exrs. since the death of the said Abel tho he has been often by them thereto requested but he the said John unjustly neglects & wholly refuses to do it to the damage of the said Exrs. twenty pounds the Plts. appear by Elisha Porter Esq. their Attt. and the said John tho three times publickly called to come into Court doth not come but makes Default of appearance here: Therefore it is Considered by the Court that the said Exrs. do recover against the said John Seventeen pounds one Shilling and Six pence of Lawful money Damages and Costs of Court taxed at One pound Eleven Shillings and two pence the } Chapins Exrs. vs Hill Junr. No. 146

Chapins Exr.
vs
Hills &c.
No. 116

the said John by Joshua Upham Esq. his Attl. now comes into Court & appeals from the Judgment of this Court to the Superiour Court of Judicature &c. next to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Surities as the Law directs for the said Johns prosecuting his said Appeal with effect as by the said Recognizance on file appears.

Warner
vs
Grosvenor
No. 117

Orrange Warner of Hadley in the County of Hampshire yeoman Pltf. vs. Lincoln Grosvenor late of Gagleborough in the County of Berkshire yeoman Deft. in a plea of the Case for that the D. Lincoln at said Hadley on the twelfth day of December A.D. 1771 by his note of that date for value received promised the said Orrange to pay him or his Order the Sum of Seven pounds Seventeen Shillings & two pence Lawful money in three months from the date of the said Note with the Lawful Interest of the same Sum untill paid. yet the said Lincoln tho often requested has never performed his said promise but neglects and refuses to do it to the damage of the said Orrange Seven pounds the Pltf. appears by Elisha Porter Esq. his Attl. and the said Lincoln tho three times publickly called to come into Court doth not come but makes Default of appearance here. —
Therefore it is Considered by the Court that the said Orrange do recover against the said Lincoln four pounds nine Shillings & ten pence of lawful money Damages and Costs of Court taxed at one pound Seventeen Shillings and Six pence & thereof &c. Exon. is. 1st June 1774. —

Moses Hoad
vs
Washburn
No. 118

Moses Hoad of Hadley in the County of Hampshire yeoman Pltf. vs. Seth Washburn Junr. late of Lincoln in the County of Worcester Blacksmith Deft. in a plea of the Case for that the D. Seth at a place called Lincoln viz. at said Hadley on the Eighteenth day of August last past by his Note of that date for value received promised the said Moses to pay him the Sum of Eleven pounds lawful money within Six months from the date of the same Note with the lawful Interest of the same Sum untill paid. yet the said Seth tho often requested has never performed his said promise but neglects & refuses to do it to the damage of the said Moses fourteen pounds. the Pltf. appears by Elisha Porter Esq. his Attl. and the said Seth tho three times publickly called to come into Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Moses do recover against the said Seth Eleven pounds & seven pence of lawful money Damages and Costs of Court taxed at One pound Seventeen Shillings and Six pence & thereof &c Exon. is. 1st June 1774. —

Smith
vs
Fisher
No. 119

John Smith of Northampton in the County of Hampshire yeoman Pltf. vs. Jonathan Fisher of New Braintree in the County of Worcester Innholder otherwise called Jonathan Fisher of New Braintree in the County of Worcester Gent. Deft. in a plea of Trespass on the Case for that the said Jonathan at Springfield aforesaid on the Eleventh day of December A.D. 1772 by his note of that date for value received promised the said John to pay him or Order two hundred & seventy seven pounds four Shillings lawful money on or before the first day of May then next and lawful Interest for the same from the date untill paid yet the said Jonathan tho often thereto requested hath not paid the Contents of the said Note to the Pltf. or any part thereof but unjustly neglects to do it to the damage of the said John three hundred pounds. the Pltf. appears by Caleb Strong Junr. Gent. his Attl. and the said Jonathan tho three times publickly called to come into Court —

doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Jonathan Eighty Eight pounds five Shillings and four pence Lawful money Damages and Costs of Court taxed at One pound Sixteen Shillings. The said Jonathan now comes into Court by George Upham Esq. his Att. and Appeals from the Judgment of this Court to the Superiour Court of Judicature &c. to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September next whereupon with Sureties as the Law directs for the said Jonathan's prosecuting his said Appeal with effect as by the said Recognizance on file appears.

Aaron Billings yeoman and William Billings both of Sunderland in the County of Hampshire &c. vs. James Scott of Whately in said County yeoman Pltf. in a plea of the Case for that whereas the said James at Sunderland aforesaid on the twenty fifth day of April A.D. 1771 in Consideration that the said Aaron and William would at the Special Instance and request of him the said James before that time sell and deliver to him the said James Shoes and Wares and Merchandizes contained in the Schedule to the Writ annexed he the said James on the day and year above &c. at Sunderland aforesaid undertook and to the said Aaron and Wm then and there faithfully promised that he the said James would well and faithfully pay to the said Aaron & Wm so much money as the said Goods &c were reasonably worth at the time of the sale and delivery thereof when he the said James should be afterwards thereunto requested and the aforesaid Aaron and William in fact say the Goods &c aforesaid to the said James were reasonably worth at the time of the sale and delivery thereof three pounds fifteen Shillings and two pence Lawful money whereof the said James at Sunderland aforesaid has notice yet the said James tho often requested has never paid said Sum to the said Wm and Aaron nor to either of them but wholly refuses and neglects to do it to the damage of the P. Aaron & William four pounds. the said William appears in his own proper person for himself and the said Aaron and the said James tho three times publickly called to come in to Court doth not come but makes Default of appearance here. Therefore it is Considered by the Court that the said Aaron and William do recover against the said James three pounds fifteen Shillings & two pence Lawful money Damages and Costs of Court taxed at forty pounds Seventeen Shillings and Six pence, and their Exon. &c. Exon. is. 30th May 1774.

Billings & al. vs. Scott

Att. 150

Humbly Shews Isaac Cady of South Brimfield in the County of Hampshire yeoman whose Estate was attached in the service of a Writ brought against him at this Term of said Court by Silas Sikes Jr. Esqr. late in the County of Middlesex Cooper bearing date the 16th day of Feb. last as appears by said Writ on file, that he was summoned in the service of said Writ to appear and answer at this Court to said Silas in a plea of the Case as set forth in said Writ, that said Silas hath discontinued his Suit, and failed to prosecute the same, your Complainant therefore prays Judgment for his Costs. Therefore it is Considered by the Court that the said Isaac do recover against the said Silas his Costs taxed at One pound nine Shillings and two pence. and thereof he may have his Exon. Exon. is. 30th May 1774.

Cady's Complt. ag.t Sikes

Att. 151

Aaron Davis of Granfield in the County of Hampshire yeoman humbly shews that at a Justices Court holden at Deerfield in the County aforesaid before Thomas Williams Esq. one of his Majesties Justices of the Peace assigned to keep the peace and for the County aforesaid at his Dwelling House on the fifteenth day of April last past recovered Judgment against Nathaniel Bennet of Deerfield aforesaid yeoman for the sum of twenty three Shillings and Six pence for his Damages and ten Shillings and five pence for Cost of Suit &c. which Judgment the said Bennet Appealed to the Inferiour Court of Pleas &c. holden

Davis's Complt. ag.t Bennet

Att. 152

Denio's Comp.t ag.t Bennet No. 152

aforesaid at the Court aforesaid with a surety for prosecuting his Appeal with effect. and that the said Bennet hath failed to prosecute his said appeal with effect, wherefore the said Aaron prays affirmation of the said Judgment with additional Cost and Damages. Therefor it is Considered by the Court that the said Aaron do recover against the said Bennet One pound three Shillings and Eight pence lawfull money Damages and Cost of Court taxed at ~~three~~ two pound ~~five~~ Shillings and ~~two~~ pence and therof &c. Cacon. is. 20th June 1797.

Grover's Pet.n for Sale of Land &c No. 153

Thomas Grover Administrator on the Estate of Samuel Lawrence late of Montague in the County of Hampshire deceas.d and Hannah Lawrence administratrix on said Estate humbly Shew that the Debts due from said Lawrence's Estate exceed his Personal Estate by the Sum of thirty one pounds five Shillings and nine pence your Petitioners therefor pray y.r Honors to invest them to make sale of so much of the real Estate of the deceased as to Enable them to Satisfy and pay the aforesaid Sum & the Charges of Sale and as in duty bound &c

And it is Ordered that the said Thomas & Hannah have leave to sell thirty five pounds worth of the real Estate of the said deceased for the purpose aforesaid they observing the directions of the Law &c

Mixer vs Smith

The original Writ purchased by John Mixer against Thomas Smith and entered in Court at the last march Term and the Demand therein made together with the other demands of the parties against each other therein referred as may be seen on the Docket of that Term) which Writ, with the rule there entered into, was delivered to Mr. Eby the Plt.s att.y in order to aid the reference &c, not being yet returned the action is not recorded at length. —

The foregoing Judgments &c being made and entered up in Manner aforesaid the said Court was adjourned without Day —

Att. W.m Williams Clerk.

Hampshire ss. Anno Libertatis Americana Secundo

The Great & General Court of the State of the
Massachusetts Bay having been
pleased (after an Intermission of the Inferior Court
of Common Pleas in said County of Hamps-
hire ever since the Year of our Lord 1774) to
appoint the Hon.ble Timothy Danielson Esq.r
Eleazer Porter Esq.r
John Bliss Esq.r
Samuel Mather Junr Esq.r
Justices of the Inferior Court of Common Pleas for
the s.d County of Hampshire. the three forenamed Justices at a Meeting in Northampton
in s.d County on Thursday the Twenty first day
of May Anno Dom. 1778 appointed Mr Robert
Breck Clerk of s.d Court. and he was at the
same Time sworn to the faithful Discharge of
of his Duty — John Bliss One of the Jus-
tices of s.d Court

A true Copy of the Certificate
Exam.d per Rob.t Breck Clerk

Hampshire ss Anno Libertatis Americanæ Tricesimo Secundo

At the Inferior Court of Comon Pleas, holden at Northampton by Adjournment from Springfield for and within the County of Hampshire on the last Tuesday of August being the Twenty fifth Day of the said Month Anno Domini 1778 and de Die in Diem to the 29th day of said month

Present
Timothy Danielson Esqr
Eleazer Porter Esqr
John Bliss Esqr
Samuel Mather Junr Esqr
Justices of sd Court

Jury of Tryalls
Joel Clark Foreman
Nathl Edwards
Daniel Marsh Had
Silas Billings Hat
John Sherman Brim
Asariah Atwood Pe Had
William Bliss Bel
Stephen Bates Se Ham
Judah Bement Blan.
James Taylor West
John Day W Sp.
Thomas Williston Spr.

De Talibus Caleb Tobey Israel Clark James Fairman and Josiah Snow ex in Case Marsh ads Cook and Daniel Marsh, Judah Bement James Taylor & Thomas Williston affd

Strong ads Blodgett — Simeon Strong of Amherst in the County of Hampshire Esqr Pltff.
vs. David Blodgett of Amherst aforesd Yeoman Deft. in a Plea of Trespass, for that the said David at Sd Amherst on the twenty seath Day of June last past, the Sd Simeons Dwelling House in Sd Amherst entered & the Sd Simeons Bed found within the same House, with force and Arms removed & Stript of the Cloathing and One Bed Blanket of the Sd Simeons worth Five pounds, there found on the same Bed lying with Force & Arms took and carried away and other Injuries then & there did, contrary to Law, against our Peace & to the Damage of the said Simeon as he saith the Sum of Fifty pounds The Pltff appears by Mr Jno C. Williams his Attor and the Sd David by Mr Austin Ely his Attor comes and defends &c and reserving to himself the Liberty of offering any special Matter in Evidence under the general Issue, for plea says he is not guilty of the Trespasses which the Pltff in his Declaration hath alledged against him and of this he puts himself on the Country and the said Strong likewise Thereupon the Jurors of the Jury agreable to the form & Effect of the Statute in this Case made & provided, now at this Time returned and empanneled, being demanded likewise come, who to say the Truth concerning the Premises, being duly sworn, declare

upon their Oath, that the s.d David is guilty of the Trespass in d.a Decl.s 220.
the Damages of the Pltff to Six pounds ——— Therfore it is consid- Strong v.s
-ered that the said Simeon do recover against the said David the Sum Hodgett
of Six pounds lawful Money Damages and Costs ——— The s.d David
by Wm Justin Esq.r his Attorney appeals from the Judgment of this
Court to the Superior Court of Judicature &c ——— next to be holden at
Springfield within the County of Hampshire & for the Counties
of Hampshire & Berkshire on the fourth Tuesday of September
next and he recognizes with Sureties as the Law directs, for the
s.d Davids prosecuting his Appeal with Effect as by the s.d Recognizance
on File appears ——— And the s.d Simeon likewise appeals
from the Judgment of this Court to the Superior Court of Judicature &c
next to be holden at Springfield within the County of Hampshire
and for the Counties of Hampshire & Berkshire on the fourth
Tuesday of September next and he recognizes with Sureties as the
Law directs for his prosecuting his s.d Appeal with Effect as
by the s.d Recognizance on file may be seen ——— ———

Anna Harris who was the Wife of Ebenezer Harris late of Harris v.s
Monson in the County of Hampshire, now residing in Stafford in Fuller
the County of Hartford & State of Connecticut Widow Pltff Joshua
Fuller of s.d Monson Gentleman Deft. in a Plea of the Case, Viz
that the said Joshua instantly without Delay render to her the said
Anna, her reasonable Dower, which happens to her of a certain Mes-
suage or Tenement with the Appurtenances situate in Monson aforesd
in the Possession of the said Joshua, which was in the Seisin & Posses-
-sion of her said Husband Ebenezer Harris and whereof he was seized
in his Demesne as of Fee during the Coverture, containing a Dwell-
-ing House and Barn & a Farm containing two hundred Acres of
Land by Estimation, viz. Twenty five Acres of Mowing Land, twen-
-ty Acres of Plow Land, twenty Acres of pasture Land, three
Acres of Orchard Land and One hundred & thirty two Acres of
Wood Land, bounded as follows; viz. Northerly on Joseph Butlers
Land, Westerly on Jonathan Torreys Land, Easterly on common and
undivided Lands & whereof she hath Nothing &c The Pltff appears
by Wm Justin Esq.r her Attorney and the Deft by
his Attorney and move that this Action may be continued, and
it is considered that the said Parties have a Day before the
Governour & People here in till the Second Tuesday of Nov.
ember next following the s.d last Tuesday of August aforesd

Miller
v.
French

Thomas Miller of West Springfield in the County of Hampshire Yeoman Pltff
Abathar French of Northampton in S County Yeoman Deft —

For that whereas at our Court of General Sessions of the Peace holden at Northampton within and for the County of Hampshire on the second Tuesday of November last Jeremiah Rogers of Milford in the County of New Haven & State of Connecticut Husbandman and Abathar French Yeoman & John Baker Junr Yeoman both of Northampton in S County of Hampshire personally appeard before the Justices of our Court & acknowledg'd themselves to be severally indebted to Thomas Miller of West Springfield in our S County of Hampshire Yeoman in the respective Sums following, to wit the said Jeremiah as Principal in the Sum of Eighty pounds, & the Sd Abathar & John as his Sureties in the Sum of Forty pounds each to be levied on their Goods & Chattells, Lands & Tenements & in Want thereof on their Bodies, to the Use of the said Thomas his Executors & Administrators, if Default should be made in the Performance of the Condition following, to wit that if the said Jeremiah Rogers, should personally appear before our Justices of our Court of General Sessions of the Peace then next to be holden at Northampton, within the same County on the Second Tuesday of February then next to answer to a presentment of the Grand Jurors for the body of our said County of Hampshire, made at our said Court of General Sessions of the Peace on the Sd Second Tuesday of November, against the said Jeremiah, setting forth, that the said Jeremiah on the thirteenth Day of June then last past at West Springfield in our S County of Hampshire did with Force & Arms feloniously steal take & carry away, Bills of publick Credit of this & the other United States of America of the Value of Twenty Six pounds & Eight Shillings of the Goods & Chattels of the said Thomas Miller & should do & receive that which by the said Court should then & there be enjoined him & not depart without Licence, then the Recognizance aforesd was to be void and of none Effect, otherwise to abide in full force Power & Virtue — And whereas at our said Court of General Sessions of the Peace holden at said Northampton on the Second Tuesday of February, the said Jeremiah being three Times solemnly called to come into Court, then & there did not appear, nor come into Court but made Default thereof, as by the Record and Proceedings thereof in Court to be produced appears — And by the said Jeremiah's Default & Non Appearance as aforesd, the said Sum of Forty pounds is forfeited by the said Abathar to the Sd Thomas, & has not been paid but still remains due & to be levied in Manner aforesd for the Use of the said Thomas Miller — The Plff appears by Caleb Strong Esqr his Attor.

and the said Abiathar tho' three Times publickly called to come into Court doth not come but make Default of Appearance here, Therefore it is consider'd by the Court that the Pl. Thomas do recover against the said Abiathar Forty pounds lawful Money Damages and Cost of Court taxed at One pound Nineteen Shillings & Nine pence half penny. & Thereof he may have his Execn — Exp. Pl. Jan. 29. 1779

Miller v. French

Thomas Miller of West Springfield in the County of Hampshire Yeoman Pltf v. John Baker Junr. of Northampton in Pl. County Yeoman Defdt. — That whereas at our Court of General Sessions of the Peace holden at Northampton within and for the County of Hampshire on the Second Tuesday of November last Jeremiah Rogers late of Milford in the County of New Haven & State of Connecticut Husbandman and Abiathar French Yeoman & John Baker Junr. Yeoman both of Northampton in our said County of Hampshire personally appeared before the Justices of our said Court and acknowledged themselves to be severally indebted to Thomas Miller of West Springfield in our said County of Hampshire Yeoman in the respective Sums following to wit the Pl. Jeremiah as Principal in the Sum of Eighty pounds & the said Abiathar and John as his Sureties in the Sum of forty pounds each to be levied on their Good and Chattels Lands & Tenements & in Want thereof on their Bodies to the Use of the said Thomas his Executors and Administrators if Default should be made in the performance of the Condition following, to wit that if the said Jeremiah Rogers should personally appear before our Justices of our Court of general Sessions of the peace then next to be holden at Northampton within the same County on the Second Tuesday of February then next to — answer to a presentment of the Grand Jurors for the Body of our said County of Hampshire, made at our said Court of General Sessions of the peace on the said Second Tuesday of November against the said Jeremiah, setting forth that the said Jeremiah on the thirteenth Day of June then last past at West Springfield in our Pl. County of Hampshire did with force & arms, feloniously steal take & carry away Bills of public Credit of this & the other united States of America of the Value of Twenty Six pounds & Eight Shillings of the Goods & Chattels of the said Thomas Miller, & should do & receive that which by the said Court should be then & there enjoined him & not depart without Leave, then the Recognizance aforesaid was to be void, but otherwise to abide in full force, power & Virtue And whereas at our Pl. Court of General Sessions of the Peace holden at Pl. Northampton on the said Second Tuesday of February, the said Jeremiah being three Times solemnly called to come into Court, then and there did not appear nor come into Court, but made Default

Idem v. Baker Jr.

Miller
vs
Baker Jun.

Default thereof, as by the Record & proceeding thereof in Court to be produced appears — And by the s.d Jeremiah, Default of Appearance as aforesd — The s.d Sum of forty pounds is forfeited by the s.d John Baker Junr. to the s.d Thomas, & has not been paid, but still remains due & to be levied on Warrant aforesd for the Use of the said Thomas Miller — The s.d Jn.o appears by Caleb Strong Esq.r his Attr. and the s.d John, tho' three times publickly called to come into Court, doth not come, but makes Default of Appearance here — Therefore it is considered by the Court, that the s.d Thomas do recover against the said John Forty pounds lawful Money Damages and Costs of Court taxed at One pound Nineteen Shillings & three pence halfpenny and thereof he may have his Execn —

State
vs
French & al.

The Government & People of the State of Massachusetts Bay Appt vs Abiathar French Yeoman & John Baker Junr. Yeoman both of Northampton in the County of Hampshire Defts — Whereas at our Court of General Sessions of the Peace holden at Northampton within & for the County of Hampshire on the second Tuesday of November last, Jeremiah Rogers late of Wallingford in the County of New Haven & State of Connecticut Yeoman & Abiathar French Yeoman & John Baker Junr Yeoman both of Northampton in s.d County of Hampshire personally appeared before the Justices of our s.d Court and acknowledged themselves to be severally indebted to Us in the respective Sums following to wit the said Jeremiah as principal in the Sum of Thirty pounds and the said Abiathar and John as his Sureties in the Sum of Fifteen pounds each to be levied on their Goods & Chattells Lands & Tenements and in Want thereof on their Bodies to the Use of Us, if Default should be made in the performance of the Condition following, to wit that if the s.d Jeremiah Rogers should personally appear before our Justices at our Court of General Sessions of the Peace then next to be holden at Northampton within the said County of Hampshire on the second Tuesday of February then next to answer to such Things as should be objected against him on our behalf and particularly to a presentment of the Grand Jurors for the Body of our s.d County of Hampshire, made at the s.d Court of General Sessions of the Peace on the s.d second Tuesday of November against the s.d Jeremiah, setting forth that the said Jeremiah on the thirteenth Day of June then last past at West Springfield in the said County of Hampshire did with force

and Arms feloniously steal, take & carry away, Bills of publick Credit of this & the other United States of America of the Value of Twenty Six pounds & Eight Shillings of the Goods & Chattels of Thomas Miller of s^d West Springfield & should do & receive that which by the Court should be then & there enjoyn'd him and not depart without Leave then the Recognizance aforesaid was to be void & of none Effect, but otherwise to abide in full force power & virtue — And whereas at our said Court of General Sessions of the Peace holden at s^d Northampton on the s^d Second Tuesday of February, the s^d Jeremiah being three Times solemnly called to come into Court, then & there did not appear nor come into Court but made Default thereof as by the Record & proceedings thereof in Court to be produced manifestly appears and by the said Jeremiahs Default of his appearance as aforesaid the said Sums are forfeited to Us, & have not been paid, but still remain due and to be levied in Manner aforesaid for our Use & the Government & People appear by Caleb Strong Esqr their Attorney, & at his Motion it is considered that this Cause be continued to the next Term of this Court the Second Tuesday of November next, forbearing the s^d last Tuesday of August aforesaid, that the Defft may have Opportunity to apply to the Great & General Court for Relief —

Pond
v.
Rogers.

Lydia Pond of Westfield in the County of Hampshire Widow Plff. v^s Jonathan Rogers Junr late of s^d Westfield in s^d County Husbandman Defft. in a plea of Trespass on the Case for that the s^d Jonathan on the third Day of August current at Westfield in Consideration that the said Lydia at the special Instance & request of the said Jonathan had done & performed certain Work & Labour for the said Jonathan in the Business of a House-keeper, the said Jonathan assumed on himself, & to the s^d Lydia then & there promised that he the s^d Jonathan as much Money as the the s^d Lydia for the s^d Work & Labour should reasonably deserve to have, to the same Lydia when thereunto afterwards he should be required, well & faithfully would pay and content — And the said Lydia in fact says that she the s^d Lydia for the same Work & Labour reasonably deserved to have of the s^d same Jonathan the Sum of Twenty pounds lawful Money, whereof the same Jonathan then & there had Notice — Also for that said Jonathan at Westfield aforesaid, on the third Day of August current was indebted to the said Lydia in the Sum of twelve pounds lawful Money, for so much Money by the said Lydia before that Time by the said Lydia sold, & being so therein indebted in Consideration thereof afterwards to wit the same Day & Year last aforesaid, the

Pond vs Rogers — at Westfield aforesaid assumed on himself and to the said Lydia faithfully promised to pay her the same Sum on Demand. Yet the Sd Jonathan tho often thereto requested, hath not paid either of the said Sums to the said Lydia, or any part of either of them, but unjustly neglects to do it to the Damage of the Sd Lydia as she saith the Sum of One hundred pounds — The Defft appears & moves that this Action may be continued, the Defft being out of the State Therefore it is considered that the Parties have a Day &c — until the Second Tuesday of November next following the Sd last Tuesday of August aforesaid

Marsh vs Cook — Ebenezer Marsh of Hadley in the County of Hampshire Yeoman Pltff. & Samuel Cook the Second of Sd Hadley Yeoman Defft in a plea of Trespass, wherein the Sd Ebenezer complains that the said Samuel on the Sixteenth Day of August in the Year of our Lord One thousand seven hundred & Seventy four at Hadley aforesaid with Force & Arms One pair of Cattle of him the said Ebenezer of the price of One hundred pounds took & carried away — Also for that the said Samuel on the Eighteenth Day of August in the Year of our Lord One thousand Seven hundred & Seventy four One pair of Oxen of him the said Ebenezer of the price of One hundred pounds found at Hadley aforesaid took and carried away & the said Samuel the same Oxen then & there so hardly and vexatiously did work drive labour & draw. that by means of said hard & vexatious working driving labouring & drawing One of the same Oxen of the price of Fifty pounds of Lawful Money did then & there sicken & die & the other of the said Oxen was greatly injured & other Enormities to the said Ebenezer the said Samuel then & there did contrary to Law & against the Peace, & to the Damage of the said Ebenezer as he saith the Sum of Sixty pounds

The Defft appears by Caleb Strong Esqr his Attorney and the Defft by Mr. John Williams his Attorney comes & Defends the Force & Injury and for pleas says, that as to the first Trespass supposed to be done he is not guilty in Manner & Form as the Pltff in his writtin Declaration against him has alledged and thereof puts himself on the Country And the Sd Ebenezer likewise. And as to the Second Trespass supposed to be done he is not guilty in Manner & form as the Pltff in his Declaration against him has alledged & thereof puts himself on the Country and the said Ebenezer likewise. Thereupon the Jurors of the King agreable to the Form & Effect of the Statutes in this Case made and provided now at this Time returned and impannelled being demanded likewise come

who to say the Truth concerning the premises being duly sworn, declare upon their Oaths that they find the Defendant guilty of the Trespass in the first Count and assess Damages for the Pltf the Sum of Ten pounds Therfore it is considered by the Court that the said Ebenezer Marsh do recover against the said Samuel Cook the Second Ten pounds of Lawful Money Damages and Costs of Court taxed at Five pounds Sixteen Shillings & five pence half penny & ~~Costs~~

The said Samuel by John C Williams Esqr his Attorney appeals from the Judgment of this Court to the Superior Court of Judicature &c next to be holden at Springfield within the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the said Samuel prosecuting his Appeal with Effect, as by the said Recognizance on file appears

Stearns's Petn for Sale of Lands &c

John Stearns of Wilbraham Administrator on the Estate of Asa Burnham late of Springfield dec'd, humbly Shews, that the whole of said deceased Estate is real, & the Debts due to s'd Estate not so great as the Debts due therefrom & therfore 'tis necessary that the whole or part of the real Estate of said Dec'd should be sold in Order to discharge the Debts due therfrom — It is ordered That the said John may make Sale of so much of the real Estate of s'd deceas'd as will amount to Forty two pounds in Order to discharge the remaining Debts of s'd Estate, he observing the Directions of the Law in making such Sale

Hitchcox Petn for Sale of Lands

On the Petition of Lydia Hitchcox of Granville in the County of Hampshire Administratrix on the Estate of Stephen Hitchcox of s'd Granville deceased, setting forth that the personal Estate of the Deceased is insufficient to pay the Debts due from s'd Estate &c — It is order'd that the said Lydia may make Sale of so much of the s'd Deceased's real Estate as will produce the Sum of Eighty two pounds, for the payment of the Debts, she observing the Directions of the Law in making such Sale

The foregoing Judgments & Orders being made & entered up in a Manner as aforesd the s'd Court was adjourned without Day

Attest Rob't Breck Clerk

Hampshire ss. — Anno Libertatis Americana Secundo

At the Inferior Court of Comon Pleas, holden at Northampton within & for the County of Hampshire, on the Second Tuesday of November being the 10th Day of said Month & de die in Diem to the 14th day of s.d Month Anno Dom 1778

Present
Timo thy Dwight Esqr
Eleazer Porter . . Esqr
John Bliss . . Esqr
Samuel Mather Jun.r Esqr
} Justices of s.d Court

Jury of Tryals
There was no Jury Case at this Term, nor any Jury impannelled

Court Reckons

Harris v. Fuller — Anna Harris of Stafford in the County of Hartford & State of Connecticut Widow (lately the Wife of Ebenezer Harris of Monson in the County of Hampshire deced) Pltff v.s Joshua Fuller of said Monson Gent. Deft in a plea of the Case &c as at large on Record at the last Term — And now the parties appear by their respective Attorneys and move that this Action may be further continued; And the said Parties have a Day &c untill the Second Tuesday of February next following s.d Second Tuesday of November aforesaid

State v. French & al. — The Government & People of the State of the Massachusetts Bay Pltff v.s Abiather French Gentn & John Baker Junr Yeoman both of Northampton in the County of Hampshire, Deft.s — In a plea &c as at large on Record at the last Term, And now the Parties appear by their several Attorneys, and the Counsel for the Deft moves that this Action may be further continued — And the said Parties have a Day &c untill the Second Tuesday of February next following s.d Second Tuesday of November aforesaid

Pond v. Rogers — Lydia Pond of Westfield in the County of Hampshire Widow Pltff v.s Jonathan Rogers Junr late of s.d Westfield Husbandman Deft in a plea of Trespass &c as at large on Record at the last Term — The Pltff appears by Caleb Strong Esqr her Attr.y who moves that this Action may be further continued, the Deft yet remaining out of the State — And the said Parties have a Day &c untill the second Tuesday of February next following s.d Second Tuesday of November aforesaid

Williams v. Hunt & — John Williams of a place called the Gore lying North of Chesterfield in the County of Hampshire Yeoman Pltff v.s James Hunt of Williamsburgh in s.d County of Hampshire Yeoman Deft. in a plea of the Case, for that the said James at Northampton aforesaid, on the thirteenth Day of July last past by his Note of Hand of that Date, for Value received promised the s.d John to pay him the

Williams
v.
Hunt

the Sum of Thirty pounds (meaning that Sum of Lawful Money) on Demand, yet the said James, tho' often requested hath not paid the Contents of the said Note to the said John or any part thereof but unjustly neglects to do it to the Damage of the said John Williams as he sayth the Sum of forty pounds. The pl'ff appears by Caleb Strong Esq' his Attorney, and the said James tho' three times publickly called to come into Court doth not come but makes Default of Appearance here — Therfore it is considerd by the Court, that the said John Williams do recover against the said James Hunt Thirty pounds of Lawful Money Damages and Costs of Court taxed at Six pounds Six Shillings & four pence half penny — The said James by John C. Williams Gent' his Attorney now comes into Court & appeals from the Judgment of this Court to the Superior Court of Judicature &c next to be holden at Northampton within the County of Hampshire & for the Counties of Hampshire & Berkshire on the last Tuesday of April next and he recognizes with Sureties as the Law directs, for the said James's prosecuting his said Appeal with Effect as by the Recognizance on File may be seen

---

Morgan & al
v.
Cuffee Negro

Jonathan Morgan of West Springfield in the County of Hampshire Yeoman and Gideon Morgan of s'd Springfield Yeoman Pl'ffs v. Cuffee a free Negro of Springfield aforesaid Husbandman in a Plea wherein the said Jonathan & Gideon demand against the said Cuffee, One Messuage whereon the s'd Cuffee now lives, containing a Dwelling House, Barn and twenty seven Acres of Land with the Appurtenances, lying & being in s'd Springfield the same being a Lot of Land originally laid out to Jonathan Morgan Jun' now deceased, Father of said Demandants at the Northerly part of said Town, near South Hadley — Bounded contained within the Lines & Boundaries following, to wit, beginning at a pine Tree marked at the East Corner of a Lot laid out to Reuben Bliss, then running & measuring South forty Rods and a half Rod, then West One hundred & ten Rods to a Stake, then North forty rods & a half rod, then East One hundred & ten rods to the first Boundary, which they the said Jonathan & Gideon demand against said Cuffee as their Right & Inheritance & wherein the s'd Cuffee has no Entry but by a Disseisin by him made within twenty Years now past & wherein the said Jonathan & Gideon say that they within twenty Years now last past in a Time of Peace were seised of the s'd demanded Premises with the Appurtenances in their Demesne as of Fee & Right, taking the Profits thereof to the Value of Ten Shillings by the Year, & continued so

Morgan & al v. Cuffee Negro

thereof seised, till afterwards the said Cuffee unjustly and without Judgment entred therinto, and disseized the said Jonathan & Gideon the Demandants, & unjustly deforceth & holdeth them out therefrom, to the Damage of the said Jonathan & Gideon the Demandants as they say the Sum of Twenty pounds, the Plaintiff appears by Moses Bliss Esqr. their Att.y and the Defend.t by Caleb Strong Esq.r his Attorney, & moves that this Action may be continued to the next Term, that the Defft may have Opportunity to summon One Elisha Wright to warrant to him the above demanded Premises, whose Deed of Warranty thereof to him he has and therefore vouches the said Elisha to the Warranty thereof against the Demand of the within named Jonathan & Gideon, and it is granted him & the said Parties have a Day accordingly

Heath v. Martindale

Samuel Heath of Pittsfield in the County of Berkshire Yeoman Pltff. v.s William Martindale of Lenox in the County aforesd. Yeoman Deffr in a plea &c as per Writ on File. the Pltff being three Times publickly called to come into Court doth not come and is Nonsuit. the Defft appears in his proper Person & prays he may be allowed his Costs — And it is considered that the said William Martindale do recover against the said Samuel Heath his Costs taxed at Eight pounds & Seven Shillings and therefor he may have his Exn

Beal's Petn for Sale of Land &c

Joshua Beal Administrator on the Estate of Samuel Beal of the Plantation called Number Five in the County of Stamford deceased humbly shews that the Personal Estate of said Deceased is insufficient to discharge the Debts due from s.d Estate, to the Amount of One hundred & Eighty eight pounds & five pence — It is ordered that the said Joshua may make Sale of so much of the real Estate of said Deceased as will produce the Sum of Two hundred pounds, for the payment of said Deceased's Debts he observing the Directions of the Law in making such Sale

Bannister's Petn for Sale of real Estate

Samuel Bannister Administrator on the Estate of Isaac Walker late of Chesterfield in the County of Hampshire deceased, humbly shews that the personal Estate of s.d Deceased is insufficient to discharge the Debts due from s.d Estate by about the Sum of Forty eight pounds Eleven Shillings & One penny — It is order'd that the said Samuel may may Sale of so much of the Deceased his real Estate as will produce the Sum of Fifty five pounds, for the payment of the said Deceased's Debts. he observing the Directions of the Law &c

Ely & al. Petn for Sale of real Estate

On the Petition of Benjamin Ely & Gideon Jones Admrs on the Estate of Benjamin Jones late of Springfield in the County of Hampshire

deceased. Setting forth that the real & personal Estate of said Deceased is not sufficient to pay said Deceased his Debts. & praying they may have Leave to sell all the real & personal Estate of said Deceased — The Court having considered the same, order that the said Administrators may make Sale of the whole Estate of said Deceased both real & personal they observing the Directions of the Law in making such Sale — The foregoing Judgments & Orders being made & entered up in Manner aforesaid this Court was adjourned without Day —

Attest Rob.t Breck Clk

Hampshire ss At the Inferior Court of Comon Pleas holden at Inf.r Court Northampton within & for the County of Hampshire Feb.y Sess.n on the Second Tuesday of February being the Ninth adjourn.d Day of said Month Anno Domini 1779 — —

Justices of said Court present —

Eleazer Porter Esq.r
Samuel Mather Junr Esq.r

} Only attended & by Order of said Justices this Court is adjourned to the Monday next preceeding the third Tuesday of May next then to be held & kept at Northampton aforesd —

Attest Rob.t Breck

Hampshire ss

Inf.r Court
Feb.y Term
Adjourn.d to
3.d Tuesday of
May

and

Inf.r Court
May Term
1779

At the Inferior Court of Comon Pleas begun & held at Springfield (by Adjournment of the Great & General Court from Northampton where the S.d Court should have been held the third Monday of this Instant May) in & for the County of Hampshire on the third Tuesday of May being the 18.th Day of said Month Anno Dom 1779 & de Die in Diem to the 21.st Day of S.d Month including in the same Terme May proper Term

Justices of said Court present

Wm. Danielson Esq.r
Eleazer Porter Esq.r
John Bliss Esq.r
Samuel Mather Esq.r

Dep.t Sh.ff

o Simeon Peck
o Aaron Clyde
o John Morgan Cur.t
o Wm. Morgan Cur.t
□ Ozm Sherman
□ Eli Cooley
□ Eth.l Stoughton
□ David Corey

Dep.t Cler.k

o Sim.on Pecke
o Aaron Clyde Cur.t
o John Morgan Cur.t
o Wm. Morgan Cur.t
□ Ozm Sherman
□ Eli Cooley
□ Eth.l Stoughton
□ David Corey

o Ord in Case Bryant & Warner
Ephm.a & Stow
Tuft.s & Needham
□ . . . . .

Jury of Tryalls

□o Josiah Hitchcock Foreman
□o Micah Woolworth } Sp.
Philip Clark ab. excu.d Sp.
□o Dan.l Ensign
Benj.a Dibley ab. } West
□o John Hitchcock
□o Noah Stebbins } Wil
□o Uriah Ward
□o Sim.o Fennel } Sal
Francis Newton ab. excu.d Sal.
Gideon Leonard ab excu.d
Wm. Smith ab } W. Sp.
□o Reuben Hoar . . . . Mon.
Phineas Stains ab. . . . Br.
Hez.h Root ab. . . . . Sal.
John Belknap ab . . . S. Br.

Contin.d Adjan

Anna Stanion of Hartford in the County of Hartford & State of Connecticut Widow & Wife of Joshua Fuller of Monson in the County of Hampshire Gentleman 2.d in a Plea of Covenant broke & Deed broken — And now the said Anna being three times publickly called in court and the Writ of Attachment returned defaulted

Pet.r for Gov.t & Pet.r for Treas.r

The Governour & People of the State of the Massachusetts Bay Plff of Action of Debt & Covenant broke & Sim.on Ruggles Esq.r Thomas Dench Esq.r & Nathaniel Gorham Esq.r all of Northampton in the County of Hampshire Esq.rs in a Plea of Covenant broke & Deed broken. And now the Plff by Caleb Strong Esq.r their Atto.y and Counsel. Attachment in the three Writs publickly called to come into Court do not come but make Default & their Sureties Bail in each of said Writs are ordered by the Court that the Governour & People aforesaid

do recover against the said Heathen & John Thirty pounds of lawful 284
Money Damages and Costs of Suit taxed at Ten pounds, fourteen
Shillings & two pence & thereof they may have their Execution
Exp. Sept. 7th 1779

Lydia Pond of Westfield in the County of Hampshire Widow Pltf vs. Elena Pond of
Thos. Rogers Junr late of Westfield a Joyner & Husbandman Deft in a plea of } T. Rogers
Trespass &c as at large on Record hereto for &c. And now the said Lydia
being three Times publickly called in court and the said Defendant fails
wholly defaulted

Jonathan Graves & Tideon Norcom of Westspringfield in the County of Hampshire } Huges
Yeomen Pltfs vs. Cuffee a free Negro of Springfield in said County Deft in } Cuffee
a Plea &c as at large on Record hereto for &c. And now the said Jonathan
& Tideon being three times publickly called are not suit and the said
Cuffee likewise defaulted

Jonathan Graves of Land in the County of Hampshire Yeoman Pltf vs. Joseph Steel
vs. Joseph Steel of Springfield in said County of Hampshire Yeoman & Bartholomew Bartlett
Bartholomew Bartlett of Springfield Yeoman Defts in a Plea of the Case
for that the said Joseph Steel & Bartholomew Bartlett late of Springfield aforesaid
said on the third Day of December Anno Domini One thousand seven
hundred & seventy seven by their joint promissory Note of Hand of
that Date for Value received promised the said Jonathan Graves
to pay him the Sum of Thirty pounds lawful Money meaning thirty
pounds lawful Money of the State of the precious Metals by Law Current
with the lawful Interest meaning lawful Interest for the same then
till paid; Yet the said Joseph Steel & Bartholomew Bartlett or either of them
tho' often requested have never paid the same Sum or any
part thereof or ever fulfilled their promise aforesaid but unjustly
neglect it to the Damage of the said Jonathan Graves as he saith the
Sum of Forty pounds — And now the aforesaid Jonathan Graves by John
C. Williams Esqr his Attorney comes & moves that this Action may be continued
that the Sheriff may have Opportunity to make a double Return
on the Writ — And it is ordered that the Parties have a Day thereto
until the last Tuesday of August next following the said third
Tuesday of May aforesaid

Joseph Pattern of Blue in the County of Hampshire Yeoman Pltf vs. Nathan Pattern
Davis of said Blue Yeoman Deft in a Plea of the Case for that the said Nath
an at Pittsfield in said County of Hampshire on the twenty
last fourth day of August A.D. 1779 by his promissory Note made his Hand of that Date for Value
received promised said Joseph to pay him or his Order Eleven Thousand
pounds lawful Money in Bonds to be paid said Pattern at said Blue
on the same twenty fourth Day of August last past was justly indebted to said Joseph

Patterson v.s. Davis

in the other sum of Sixty pounds like Money for so much Money then before that time said Levi'd by said Nathan of said Joseph to his the said Joseph's Use & in Consideration thereof said Nathan then & there promised said Joseph to pay him the same Sum last mentioned on Demand yet said Nathan tho' often requested hath not paid said Joseph the aforesaid Sums or any penny thereof but hitherto hath & still neglects & refuses so to do to the Damage of the said Joseph as he saith, the Sum of One hundred & Sixty pounds — And now the said Joseph by Moses Gill jr Esq. his Atty. comes & moves that Iss. thereon may be continued &c. — And the Parties have a Day given them until the last Tuesday of August next to attend at which Day aforesaid

Last Tuesday of May aforesaid

Thompson & Dunmore

Ephraim Thompson of Princeton in the County of Worcester Yeoman Pltf. & Jonathan Dunmore of Westminster in the County of Worcester Yeoman Deft — in a plea of the Case, & that the Defendant appearing on the Eighth Day of July in the Year of our Lord One thousand Seven hundred & Seventy five by his Note of Hand of that Date for the value received promised the said Benjamin to pay him One hundred & three Quarters of a Merchantable Barrel Iron to be Delivered the first Day of December then next at Capt Samuel Billings's Forge at Sterling at or near the Forge of said Billings in Westminster in the said County of Worcester & the said Benjamin in fact says that he was ready at the said Forge on the first eighth Day of July & ever since that Time to receive the said Iron of the said Dunmore, yet the said Jonathan though often requested hath never delivered the said Iron to the said Benjamin or any part thereof but unjustly neglects to do it to the Damage of the said Benjamin whereby he saith he is the sum of Forty five pounds — The Def. appears by Caleb Strong Esq. his Atty. and the said Writ being three times publickly called & come into Court do not come but make default of Appearance Whereupon it is considered by the Court that the said Benjamin do recover against the said Forty five pounds of lawful Money damages and Costs of Court taxed at £ pounds as by Scire facias & thereof he may have his Ex.

Ex.ⁿ issued July 7. 1775

Brunt v.s. Farmer

Benjamin Brunt of Sterling in the County of Hampshire Husbandman Pltf. & Abijah Farmer of Lancaster in said County Yeoman Deft in a plea of Trespass on the Case, for that the said Defendant on the seventeenth Day of September in the Year of our Lord One thousand Seven hundred & Seventy eight was indebted to the same Benjamin in the sum of Two hundred & Sixty six pounds Eight Shillings lawful Money for so much Money by the said Defendant to the said Benjamin by his Note of Hand and received and being so thereof indebted the same Defendant in

Consideration thereof afterwards to wit the same Day and Year herein above said
at Chesterfield aforesaid promised and assumed and to him Benjamin
therein & thereby faithfully promised that he the same Elijah the Sum of Six hundred
Sixty six pounds Eight Shillings to the said Benjamin when he should
be thereto afterwards required well and faithfully would pay and content
Yet the said Elijah tho' often requested in fact never paid the said Sum to the
said Benjamin or any part thereof but unjustly neglects & refuses to do it
& the Damage of the said Benjamin Demand to be worth the Sum of
One thousand pounds — And he the said appears by Caleb Strong Esq. his Atty.
and the Deft by John C. Williams Esq. comes & defends the Force & injury &
for plea says he never promised the said Benjamin in manner & form
as the said Benjamin in his within Declaration against him has
alledged and for Tryall thereof puts himself on his Country; and the
said Elijah likewise. Thereupon the Jurors of the Jury impanelled to try the Issue &
Effects of the Statutes in this Case made & provided now at this Time returned
and impannelled, being demanded likewise come, who to say the Truth
concerning the Premises being duly sworn & charged upon their Oath that
the said Elijah promised in Manner & form as the Plff hath declared against him and assess for the Plff his Damages at Six hundred
Sixty six pounds & eight Shillings — Therefore it is considered that by the Court
that the said Benjamin do recover against the said Elijah Six hundred Sixty
six pounds Eight Shillings of lawfull Debt & Damages and Costs
of Court taxed at Eighteen pounds nineteen Shillings & six pence &
The said Elijah by John C. Williams Esq. his Atty now comes into
Court & appeals from the Judgment of this Court to the Supreme
Court of Judicature &c next to be holden at Springfield in & for
the County of Hampshire on the last Tuesday of September next
and he recognizes with Sureties as the Law directs for the said
Elijah's prosecuting his said Appeal with Effect &c Recognizance
is on file will appear

Daniel Dunn of Westfield in the County of Hampshire Yeoman Plff } Dunn v.
against Caleb Smith of West Springfield in said County Yeoman Deft in a Plea } Smith
of the Case for that the said Caleb at said Westfield on the third Day
of November last past by his Note under his Hand of that Date for Value
rec'd promised said Daniel to pay him Twenty Three pounds lawfull
Money on Demand with lawfull Interest for the same till paid yet said
Caleb the Deft tho' often requested hath not paid said Daniel the same
Sum or any penny of it or the Interest thereof but neglects & refuses
so to do. to the Damage of the said Daniel &c he saith the Sum of Twenty

Summons
Smith

[illegible] Pltf appears by Mr. Bliss Esqr his Attorney, and the Dept the three times solemnly called to come into Court, doth not come but maketh Default of Appearance here — Therefore it is considered that the said Pltf recover against the said Deft the Sum of Seventy five pounds, three shillings & nine pence for his Damages and Costs of Court taxed at Seven pounds fifteen shillings and ten pence & that he may have his Exn

Ex.n for Pltf July 14. 1769

Suffolk ss
Nathan

[illegible] the County aforesaid [illegible] Nathan Cox [illegible] Complaint in the County aforesaid against Nathan Cox late of Boston in the County aforesaid Esqr in a plea of the Case for that whereas the said Nathan on the eighteenth day of January in the year of our Lord one thousand seven hundred and sixty nine at Boston aforesaid in the County aforesaid and within the Jurisdiction aforesaid was possessed of a certain Chaise and Horse and the same Chaise and Horse then and there at Boston aforesaid in the County aforesaid and within the Jurisdiction aforesaid had and used for the space of one whole day next before the day and year aforesaid and the said Nathan being so possessed of the said Chaise and Horse he the said Nathan afterwards to wit on the day and year aforesaid at Boston aforesaid in the County aforesaid and within the Jurisdiction aforesaid did come by certain indirect means to the Plaintiff unknown and the said Chaise and Horse of him the said Plaintiff unlawfully did obtain and receive to the intent unlawfully to convert and dispose of the said Chaise and Horse to his own use and benefit and him the said Plaintiff of the said Chaise and Horse unlawfully to deprive and defraud the same then there unlawfully did convert and dispose of to his own use and benefit and the said Chaise and Horse from the said Plaintiff hitherto unlawfully hath detained and still doth detain to the Damage of the said Plaintiff as he saith the sum of one hundred pounds —

And now the Plaintiff by Samuel Hubbard Esqr his Atty comes and the Defendant being called comes not but makes Default — Therefore it is considered that the said Plaintiff recover against the said Defendant his Damages by the Jurors aforesaid in manner and form as the Plaintiff hath declared and also his Costs of Court taxed at £ — and that he may have Ex.n

Samuel Monger Junr of South Brimfield in the County of Hampden Yeoman
Off'r of Said State of Massachusetts in the County of Hampden Gentleman Sent
in a plea of the Case, as that whereas the said Court at said South Brimfield
on the the fourth Day of this present Sept on the Day of June
Seventeen hundred & seventy five by their Note under his Hand for
Value received promised the said Samuel to pay him, five pounds
sixteen shillings by the tenth day of January next ensuing the Date
of said Note with Interest for the same, yet the said Grael the reg
usted the same sum of the Interest thereof not paid but neglects
& refuses to pay the same to the said Samuel wherefore &c the sum of sixteen
pounds &c. To which plaint the said Grael by his Attorney
In Deft the sum is justly called for & some time before & ever since hath
done but maketh Default of Appearance here wherefore it is
considered that the said Samuel do recover against the said Grael
the sum of seven pounds & four shillings of lawful Money
damages and costs of Court and have Execution &c. Entered &
Judgment Signed this 14th day of May A.D. 1779

Samuel Monger Junr of South Brimfield in the County of Hampden Yeoman Plff } Monger
& Joshua Fobes of Brimfield in the County aforesaid Yeoman Deft } vs. Fobes
Left an Action of the Case, for that whereas the said Court at said South Brimfield on the
Fourteenth Day of April in the Year of our Lord Seventeen hundred & Seventy eight at said South Brimfield aforesaid by the Judgment of the Court
of Pleas in the said County aforesaid made with power aforesaid
in the Case of the Plaintiff Samuel Monger against Joshua Fobes
Yeoman for the Sum of Seven pounds four shillings & Costs
aforesaid and Execution thereupon issued directed to the Sheriff
of our aforesaid County of Hampden commanding him that of the
Goods and Chattels of the said Joshua Fobes he should cause to be
paid & satisfied unto the said Samuel the Debt aforesaid & Costs
aforesaid and the said Sheriff of Hampden aforesaid afterwards
to wit on the Day of Year aforesaid at South Brimfield
aforesaid entered into the said Joshua's House & Dwelling
as he saith the Sum of Thirty pounds & And now the said Samuel being three times
publickly called is nonsuit & the said Joshua likewise demanded

Complt
Sales

[illegible] Southwick in the County of Hampshire Yeoman
[illegible] Plaintiff in the Court of Pleas held at
[illegible] on the first day of this Term for that whereas the said Isaac at Southwick on the
first day of December last past was justly indebted to the said Thomas
in the Sum of fifty two pounds ten shillings and six pence
lawful Money of the Province for Goods Wares & Merchandizes
before that time sold and delivered by the said Thomas to the said Isaac
at his Request and in Consideration thereof
he the said Isaac then and there promised the said Thomas to pay him the said last mentioned Sum
on Demand, yet the said Isaac tho often requested hath not paid the
Same either of said Sums, or any penny thereof but hitherto wholly refused
& the same to pay, to the Damage of the said Thomas of Ninety pounds
And now the said Thomas appears by Moses Pitts Esqr his Attorney and the
said Isaac likewise by Wm Thomas his Attorney defends and ruling the
Court upon the Declaration and pleading the general
Issue & no other plea is by him pleaded & Issue thereupon
joined the said Isaac at his Request & Consideration thereof
promised the said Thomas to pay him said last mentioned Sum
on Demand, yet the said Isaac tho often requested hath not paid the
Same either of said Sums, or any penny thereof but hitherto wholly refused
& the same to pay, to the Damage of the said Thomas of Ninety pounds
And now the said Thomas appears by Moses Pitts Esqr his Attorney and the
said Isaac likewise by Wm Thomas his Attorney defends and ruling the
Court upon the Declaration and pleading the general
Issue & no other plea is by him pleaded & Issue thereupon
joined the said Isaac at his Request & Consideration thereof
promised the said Thomas to pay him said last mentioned Sum
on Demand, yet the said Isaac tho often requested hath not paid the
Same either of said Sums, or any penny thereof but hitherto wholly refused
& the same to pay, to the Damage of the said Thomas of Ninety pounds
And now the said Thomas appears by Moses Pitts Esqr his Attorney and the
said Isaac likewise by Wm Thomas his Attorney defends and ruling the
Court upon the Declaration and pleading the general
Issue & no other plea is by him pleaded & Issue thereupon
joined the said Isaac at his Request & Consideration thereof
promised the said Thomas to pay him said last mentioned Sum
on Demand, yet the said Isaac tho often requested hath not paid the
Same either of said Sums, or any penny thereof but hitherto wholly refused
& the same to pay, to the Damage of the said Thomas of Ninety pounds
And now the said Thomas appears by Moses Pitts Esqr his Attorney and the
said Isaac likewise by Wm Thomas his Attorney defends and ruling the
Court upon the Declaration and pleading the general
Issue & no other plea is by him pleaded & Issue thereupon
joined the said Isaac at his Request & Consideration thereof
promised the said Thomas to pay him said last mentioned Sum
on Demand, yet the said Isaac tho often requested hath not paid the
Same either of said Sums, or any penny thereof but hitherto wholly refused
& the same to pay, to the Damage of the said Thomas of Ninety pounds
And now the said Thomas appears by Moses Pitts Esqr his Attorney and the
said Isaac likewise by Wm Thomas his Attorney defends and ruling the
Court upon the Declaration and pleading the general
Issue & no other plea is by him pleaded & Issue thereupon
joined the said Isaac at his Request & Consideration thereof
promised the said Thomas to pay him said last mentioned Sum
on Demand, yet the said Isaac tho often requested hath not paid the
Same either of said Sums, or any penny thereof but hitherto wholly refused
& the same to pay, to the Damage of the said Thomas of Ninety pounds
And now the said Thomas appears by Moses Pitts Esqr his Attorney and the
said Isaac likewise by Wm Thomas his Attorney defends and ruling the
Court upon the Declaration and pleading the general
Issue & no other plea is by him pleaded & Issue thereupon
joined the said Isaac at his Request & Consideration thereof
promised the said Thomas to pay him said last mentioned Sum
on Demand, yet the said Isaac tho often requested hath not paid the
Same either of said Sums, or any penny thereof but hitherto wholly refused
& the same to pay, to the Damage of the said Thomas of Ninety pounds
And now the said Thomas appears by Moses Pitts Esqr his Attorney and the
said Isaac likewise by Wm Thomas his Attorney defends and ruling the
Court upon the Declaration and pleading the general
Issue & no other plea is by him pleaded & Issue thereupon
joined the said Isaac at his Request & Consideration thereof
promised the said Thomas to pay him said last mentioned Sum
on Demand, yet the said Isaac tho often requested hath not paid the
Same either of said Sums, or any penny thereof but hitherto wholly refused
& the same to pay, to the Damage of the said Thomas of Ninety pounds
And now the said Thomas appears by Moses Pitts Esqr his Attorney and the
said Isaac likewise by Wm Thomas his Attorney defends and ruling the
Court upon the Declaration and pleading the general
Issue & no other plea is by him pleaded & Issue thereupon
joined the said Isaac at his Request & Consideration thereof
promised the said Thomas to pay him said last mentioned Sum
on Demand, yet the said Isaac tho often requested hath not paid the
Same either of said Sums, or any penny thereof but hitherto wholly refused
& the same to pay, to the Damage of the said Thomas of Ninety pounds
And now the said Thomas appears by Moses Pitts Esqr his Attorney and the
said Isaac likewise by Wm Thomas his Attorney defends and ruling the
Court upon the Declaration and pleading the general
Issue & no other plea is by him pleaded & Issue thereupon
joined the said Isaac at his Request & Consideration thereof
promised the said Thomas to pay him said last mentioned Sum
on Demand, yet the said Isaac tho often requested hath not paid the
Same either of said Sums, or any penny thereof but hitherto wholly refused
& the same to pay, to the Damage of the said Thomas of Ninety pounds
And now the said Thomas appears by Moses Pitts Esqr his Attorney and the
said Isaac likewise by Wm Thomas his Attorney defends and ruling the
Court upon the Declaration and pleading the general
Issue & no other plea is by him pleaded & Issue thereupon
joined the said Isaac at his Request & Consideration thereof
promised the said Thomas to pay him said last mentioned Sum
on Demand, yet the said Isaac tho often requested hath not paid the
Same either of said Sums, or any penny thereof but hitherto wholly refused
& the same to pay, to the Damage of the said Thomas of Ninety pounds

the said Suit by him above Sworn to be Just and
due as he verily believes and that no Execution upon the
said Judgment have been Sued out by the said Thomas
against the said Simeon Thurlough for
Levying and maintaining his Action aforesaid — Therefore it
is Considered that the said Thomas do recover against the said
Simeon, Sixty two pounds ten shillings and six pence lawful
Money Damages and Costs of Court taxed at Ten pounds
five shillings and ten pence — The said Simeon now here
by his Attorney prayed an Appeal from the Judgment of
the Court to the Superior Court to be holden at Exeter
on the first Tuesday of September next to be recorded
Recognizance with Surety as the Law directs for the said Simeon
to prosecute his said Appeal with effect and to pay the Judg-
ment and Costs that may be given ——— Campbell
Clerk

Recognizance taken at Northampton in the County of Hampshire
Physician Dft & Simeon Hart of Portsmouth in the County
County Gentleman are bound in the sum of the Court
sum of Sixty pounds lawful Money to the Treasurer
many last past in Consideration that the said Thomas at the
special instance and request of the said Simeon and there
and there took and delivered to the said Simeon Thurlough Sil-
vanus Carter of Stratham in Rockingham County Gentleman
Southfully promised that he the said Simeon should and
to the said Thomas six bushells of good Merchantable Wheat
on the first Tuesday of September next from the da-
hereof to pay & deliver the said Thomas the afore-
said quantity of Wheat or pay or cause to be paid
said to the said Thomas or any of his Attorney
on demand to the Sum of Damages aforesaid Sixty
Eight pounds ten — The Recognizance is taken by Caleb Strong
Esq one of his Attorneys and the Deft this Term Southfully with
Recognizance does not come but makes Default whereupon
and here — Therefore it is considered by the Court that the said
Thomas recover against the said Simeon Thurlough
Sixty pounds the Penal Sum in the said Recognizance
Sixty pounds ten shillings and six pence

Layman
v.
Ford

Timothy Layman of Northampton in the County of Hampshire and State
of Connecticut Yeoman in said County by Petition to a Justice of
Peace in the County aforesaid that Samuel Ford of Northampton in said County by Deed of
Sale dated the Twenty fifth day of March A.D. 1784 for the consideration
of Seven pounds lawful money to the said Timothy duly executed
and delivered conveyed to him a certain Tract of Land lying in
Northampton aforesaid containing about Two Acres and bounded
as follows viz. Beginning at a Stake and Stones standing in the
Line between Northampton and Southampton thence running
West Twenty Rods to a Stake and Stones thence North Twenty
Rods to a Stake and Stones thence East Twenty Rods to a Stake
and Stones thence South Twenty Rods to the first mentioned
bounds as by said Deed duly executed and recorded in the Records
of Deeds for said County of Hampshire Book 46 Page 60 may
more fully appear by which Deed the said Timothy became
seized and possessed of the premises in his demesne as of Fee
and being so seized and possessed the said Samuel Ford
on the Twenty fifth day of March A.D. 1784 with force and arms
entered into the said premises and ejected and dispossessed
the said Timothy of his said Freehold and other wrongs to the
said Timothy then and there did to the great damage of the
said Timothy and against the peace of this Commonwealth
whereupon the said Timothy complains and says that he is
injured and damnified the sum of Two hundred pounds
lawful money and therefore he brings this suit &c.

Hereupon the
Cause was ordered to be entered on the Docket for Trial at this
Court and accordingly the Plaintiff appeared by Attorney and
the Defendant appeared by his Attorney and the Plaintiff
alleged that he was seized and possessed — and the Defendant
says he was not seized &c. — and for trial
&c. — and the Defendant likewise —

Thereupon the
Cause was ordered to be tried by a Jury and the Parties on the
Case provided and the Cause returned Empannelled Came
before the Court at the Court House in Northampton within
and for the County of Hampshire on the fourth Tuesday of March
A.D. 1788 and the Jurors —

Hilary

Easter

Sharpell
vs
Hayden

doth not come but maketh Default of appearance here. Therefore it is
ordered that the said Comfort do recover against the said Hayden the sum
of forty seven pounds, fourteen shillings & three pence on partition
& costs of suit & that Execution issue therefor & hereof & power
and thereof he may have &c Exn issued May 9. 1775

Timothy Lawton of Windham in the County of Windham and State of
Connecticut Yeoman Pltff vs Elisha Hayward late of Southampton in
the County of Hampshire Yeoman Deft in a plea of the Case for that the
said Elisha at a place called Northfield in Springfield on the twelfth
Day of August last past by his promissory Note under his Hand of that
Date for Value then received promised the Pltff to pay him on Order the
Sum of One hundred pounds ten Shillings lawful Money on Demand
with lawful Interest till paid, yet said Elisha tho often thereto
requested hath never paid Sum or Interest or any penny thereof to
the Pltff but unjustly maketh it to the Damage of the said Timothy
as he saith the Sum of One hundred & twenty five pounds — The Pltff
appears by Strong & Ely Esqrs his Attys and the Deft the three Times by the
Sheriff called to come into Court, doth not come but maketh Default of
Appearance here — Therefore it is considered that the said Timothy
do recover against the said Elisha the Sum of One hundred
and five pounds & four Shillings of lawful Money Damages and
Cost of Court taxed at ten pounds two Shillings and One penny and
Execution therefor he may have his &c Exn issued June 13. 1775

Pitkin cor. &c
for Sale of Real
Estate of Luke
Hitchcock dec.

Hezekiah Hitchcock late of Granville in the County of Hampshire dec'd intestate, having
represented that the Estate of said deceased is insufficient to discharge
the Debts of said deceased & praying he may be allowed to sell the real Estate
of said deceased to enable him to pay such part or Apportionment of
said Debts as may be ordered by the Judge of Probate for said County
Provided that the said Hezekiah Hitchcock may make Sale of the real
Estate of said Deceased for the purpose aforementioned, he observing
the Directions of the Law relating to such Sales

The foregoing Judgments & Orders being made and
entered upon in Manner aforesaid, the said Court
was adjourned without Day

Attest Robt Breck Clerk

Hampshire ss At the Inferior Court of Common Pleas holden at Spring Inf.r Court
field in and for the County of Hampshire on the last Aug.t Term
Tuesday of August being the 31st day of said Month Anno 1779
Domini 1779 and the Tenth Year of the Independency of the United States

Justices of said Court present

Timothy Danielson Esqr
Eleazer Porter Esqr
John Hastings Esqr
Samuel Mather Esqr

Sheriff of Hampshire
Daniel Lombard Esqr
William Chapin
David Wells Esqr
Richard Esqr
Enoch Coe
Samuel Bancroft
Aaron Charles
Simeon Hubbard
Josiah Miller
Noah Sartwell
Samuel M Clenathan
James Smith Jun.r absent
Ebenezer B. Merick
Moses Stebbins Jun.r

Court Actions

Jonathan Graves of Southampton in the County of Hampshire Yeoman Pltf Graves v.s
vs Joseph Steel of Northfield in the same County Yeoman & Barthol Steel et al
Barthol Steel late of Northfield Yeoman Deft in a plea of the Case as
large on Record at the last Term and now the said Jonathan Graves by
his Attorney John Williams Esqr comes here and the said Joseph Steel
tho three times publickly called to come into Court & he not come
but make default & appearance &c. Therefore it is considered
by the Court that the said Jonathan do recover against the said
Joseph Thirty three pounds three shillings & lawful Money
Damages and Costs of Court taxed at Nine pounds & Nine pence and therefor he may have his Ex.n &c. Judgment Aug.t 25th 1779

Joseph Patter[illegible] of Deer in the County of Hampshire Gentleman Pltf Pattison
vs Nathan Dauis late of said Deer Yeoman Deft in a plea of the Case Davis
as at large on Record at the last Term and now here came Joseph
by Austin Ely Esqr his Attorney and the said Nathan
tho three times publickly called & not coming made Default
of Appearance &c. Therefor it is considered by the Court that the
said Joseph do recover against the said Nathan
Damages

Moses Hinds of Hadley in the County of Hampshire Gent. Pltf Graham Esqr
Makepeace late of Westhampton in the County of Hampd Gent Deft in a Plea
plea &c as at large on Record at the last Term the Deft appears by Dwight
& Strong Esqrs his Attorneys and the Pltf by Hastings Esqr comes and moves
that the Action may be further continued that he may have time to come to
Special Pleadings and Prayeth that Writs for that purpose may issue which is ordered by the Court
Justices of November except the last and the Attorneys of Record

1. Marsh v.
Newton

Joseph Marsh of Hadley in the County of Hampshire Yeoman Pltf v.
Paul Newton of Amherst in the same County Yeoman Deft in a Plea
of the Case. for that the said Paul Newton at Sunderland in the same
County on the Fifteenth day of June last past by his promissory Note
of hand of that Date for Value received promised the said Joseph
Marsh to pay him the full & just sum of three hundred pounds of
lawfull Money of this State. on or before the twenty fifth Day of July
then next ensueding the Date of said Note with the lawfull Inte-
rest for the same Sum till paid Yet the said Paul Newton tho'
the aforesaid twenty fifth of July has long since passed and altho'
thereto often requested hath never paid said Sum or any part
thereof or ever fulfilled his promise aforesaid but ungratefully
neglects & refuses to do it to the Damage of the said Joseph
as he saith to the Sum of Three hundred and thirty pounds
Thereupon appears by John Williams Esq his Attorney, and the Defft
the three times publickly called to come into Court doth not come
but makes Default of Appearance Whereupon it is considered by
the Court that the said Joseph do recover against the said Paul the
Sum of Three hundred and four pounds Lawfull Money Damages
and Costs of Court taxed at Seventeen pounds twelve Shillings
whereupon the said Paul by his Attorney Justin Ely Esq comes here
and appeals from the Judgment of this Court, to the Superior Court
of Judicature &c next to be holden at Springfield in and for
the County of Hampshire on the fourth Thursday of September next
and he recognizes with Sureties &c. The Land directly for the said Paul
prosecuting his Appeal with Effect or else the said Recognizance
to stand in full force

2 Gibbs v.
Benson

John Gibbs of Greenwich in the County of Hampshire Yeoman Pltf
against David Benson of said Greenwich Yeoman Deft in a Plea of the
case &c. And David of said Greenwich on the fifth Day of
April in the Year of our Lord Seventeen hundred & Seventy eight
by his Promissory Note in Writing under his hand of that Date
for Value received promised the said John Gibbs to pay him or his
order three pounds twelve Shillings (meaning the Value of three
pounds twelve Shillings) in good Merchantable Rye at three Shillings
and four pence per Bushel by the first day of January then next
ensueding the Date of said Note; after the making of which said David at Green-
wich aforesaid on the same fifth Day of April in the Year of our
Lord Seventeen hundred & Seventy eight assigned & delivered the same
Note to the said John Gibbs in the Sum of three hundred & thirty two pounds of
lawfull Money in consideration whereof the said David & the said
John by the said Note to be paid & received: the said David
in consideration thereof then & there promised upon himself & and &
the said John faithfully to perform that he the said David the same
One hundred and thirty two pounds to the said John whenever he

should be thereto after required would well and faithfully pay and content: Yet the said David his promise not regarding hath never altho thereto often requested, paid either of said Sums or ever fulfilled either of his promises or in any manner contented him the said John, but unjustly neglects and refuses to do it to the Damage of the said John Gibbs as he saith the Sum of One hundred & fifty pounds. The Plt appears by John C. Williams Esq. his Attorney and moves that this Action be continued to the next Term the Dft being out of the State, and it is ordered that the Parties have a Day here until the second Tuesday of November next after the said last Tuesday of August. Gibbs v. Benson

---

Zachariah Bunce Junr of Weathersfield in the County of Hartford & State of Connecticut Yeoman Plt vs Daniel Baker Junr of Hopkinton in the County of Hampshire Yeoman Dft in a plea of the Case for that the said Daniel Baker at Weathersfield & at Springfield aforesaid on the fourteenth Day of August Seventeen hundred & seventy three by his Writing obligatory or promissory Note of Hand of that Date for Value received promised the said Zachariah to deliver him four thousand of good merchantable pine Boards sawed out of good Timber within two months from the Date of said Note: and the said Zacharia always he has been always ready to receive said Boards agreable to the tenor of said Note Yet the said Daniel his said Promise not regarding the Plt often requested hath never delivered said Boards, or ever fulfilled his promise aforesaid, but unjustly neglects & refuses to the Damage of the said Zachariah as he saith the Sum of One hundred pounds. The Plt appears by John C. Williams Esq. his Attorney and the Dft tho' three times publickly called to come into Court doth not come, but makes Default of his appearance here. Therefore it is considered by the Court that the said Zachariah do recover against the said Daniel the Sum of One hundred pounds Damages and Costs of Suit taxed at twenty five pounds twelve shillings and thereof he may have Exn &c. Exn issued Sept 25. 1773 — 1/1 Bunce v. Baker

Isaac Clark of Fredrick in the County of Worcester Yeoman Plt vs Robert Perkins of Shutesbury in the County of Hampshire Blacksmith Dft in a plea of the Case for that the said Robert at Springfield aforesaid on the seventeenth Day of August Seventeen hundred & seventy two by his promissory Note of Hand of that Date for Value received promised the said Isaac to deliver him or his Order three hundred of good refuse Iron or Iron plate wedges from the Date of said Note at the Forge lately improved by Samuel Billings meaning the Forge lately improved by Samuel Billings at Fredrick aforesaid on Springfield aforesaid and to work Iron in such Clark v. Perkins

Clark v^s Perkins

he has been always ready at the Time and place appointed in said Note and will still be ready to receive said Iron agreeable to the Tenor of said Note, Yet the said Robert his promise not regarding tho' thereto often requested hath never delivered the Iron aforesaid but unjustly neglects & refuses to do it — Also for that he said Robert at Springfield aforesaid on the Seventeenth Day of January in the Year of our Lord one thousand seven hundred & Seventy two was indebted to the said Isaac in the Sum of One hundred & fifty pounds lawful Money for so much Money by him the said Robert to the Use of the said Isaac before that Time had and received the said Robert then & there in Consideration thereof assumed on himself and to the said Isaac then and there promised faithfully that he the said Robert the Same One hundred and fifty pounds when he should be thereto after required would well and faithfully pay and content — Yet the said Robert tho' thereto often requested hath never paid said Sum or in any Way contented the said Isaac but unjustly neglects & refuses to the Damage of the said Isaac Clark the Sum of One hundred & fifty pounds — The Plt appears by John C. Williams Esqr his Attorney and the Dft tho three Times publickly called to come into Court made Default thereof — Therefore it is considered by the Court that the said Isaac do recover against the said Robert the Sum of Ninety pounds Damages and Costs of Court taxed at Twenty four pounds six Shillings and thereof he may have his Ex^n

Execution iss^d Septr 25th 77

---

5 Lyman & Pomroy

Lyman Pomroy of Hadley in the County of Hampshire Gent. Plt v^s Moses Pomroy of Southampton in the same County Gent Dft in a plea of Trespass for that the said Moses Pomroy on the Seventh Day of May last with Force and Arms broke and entered the Close of the said Elijah at a place called Hockanum in Hadley aforesaid in the County aforesaid and with his Feet walking trod down and consumed the Grass of him the said Elijah then & there growing to the Value of three pounds and other Wrongs and Injuries to the said Elijah then & there did against the Peace & Government of the People of the Massachusetts Bay and to the Damage of the said Elijah as he saith the Sum of Ten pounds — The Plt appears by Joan C. Williams Esqr and moves that this Action may be continued till the next Term and it is ordered that the Parties have Day till the second Tuesday of November next after the said last Tuesday of January

---

6 Lyman v^s Banks

Elijah Lyman of Hadley in the County of Hampshire Gent Plt v^s Samuel Banks of Southampton in the same County Yeoman Dft in a plea of Trespass for that the said Samuel on the 5th Day of May last with Force and Arms broke and entered the Close of the said Elijah at a Place called Hockanum in Hadley aforesaid in the County aforesaid

and with his feet trod down and consumed the Grass of him the said Elijah, then & there growing to the Value of three pounds and other Wrongs and Injuries to the said Elijah then & there did — against the peace of Government & People of the State of Massachusetts Bay and to the Damage of the said Elijah the Sum of Ten pounds — The Plt appears by John C Williams Esqr his Attorney and moves that this Action may be continued to the next Term, and it is ordered that the Parties have Day here until the second Tuesday of November next after the said last Tuesday of August

Ejectment
Dunks

Cornelius Smith of Bellingstown in the County of Hampshire Yeoman Pltf v. James Sawens of Bellingstown aforesaid Yeoman Deft in a Plea of Trespass on the Case for that whereas the said Cornelius at Greenwich in the said County of Hampshire on the first Day of April last past being possessed of two Sheep to wit of One Ewe & One Lamb as of his own proper Sheep, One of which Sheep was of the price of Ten pounds lawful Money and the other Sheep to wit the Lamb aforesaid was of the price of five pounds of lawful Money and being so thereof possessed of the said two Sheep to wit of the Ewe & Lamb aforesaid, the said two Sheep there afterwards to wit on the fourteenth Day of April last past the said Sheep out of his Possession casually strayed; both of which said Sheep into the Hands & Possession of the said James by finding came — Nevertheless the said James knowing the said Sheep to be the proper Goods & Chattels of the said Cornelius and to him rightfully to belong and appertain & contriving and intending said Cornelius of both his said Sheep subtilly to deceive & defraud, altho often requested hath not yet delivered said Sheep or either of them to the said Cornelius but them aforesaid to wit on the fifteenth Day of April last past both aforesaid Sheep converted and disposed of to his own Use, Benefit & the Damage of the said Cornelius as he saith the Sum of Twenty pounds — The Plt appears by John C Williams Esqr his Attorney and though the three Times called to come into Court he doth make Default of his Appearance here — Therefore it is considered by the Court that the Plt do recover against the said James Sawens the Sum of Eight pounds Damages and Costs of Court taxed at Twenty One pounds and thereof he may have his Exn

Exn issd Nov. 12. 1779

7
Smith
v.
Sawens

John Nash of Amherst in the County of Hampshire Gentleman and Sarah his Wife, who was the Wife of Herman Kellogg late of Hatfield aforesaid Yeoman deceased Pltf v. Mary Bellows of Hatfield Wm Bellows Yeoman & William Billwood Yeoman all of Hatfield aforesaid Defts — The said Mary was by a proper Officer summoned by Gods and said Hour in the Forenoon to appear

Nash &c
v.
Bellows &c

Bolt'd Wife
v
Boltwood & al

Thomas Bascom and the said John Boltwood and William Boltwood were also summoned by said Officer by leaving an attested Copy of the Writ & of the Service thereof, at their last & usual Place of Abode on the Sixteenth Day of August current, to appear before this Court to shew Cause why the said John & Sarah his Wife her reasonable Dower of, & in a certain Mes= suage & Tenement & seventy eight Acres of Land with the Appurte= nances situated in Amherst aforesaid in the Possession of the S. Mary John & William Boltwood which was in the Seizen & Possession of her said Husband Ebenezer Bellogg, and whereof he said Ebene= zer was seized in his Demesne as of Fee during the Coverture & whereof she hath Nothing as they say — and the said John Nash and Sarah his Wife complain that the said Mary John and William have deforced them thereof — The Dfts appear by the Dfts by Caleb Strong Esq. comes and moves that this Action may be continued to the next Term, and it is ordered that the Parties have Day here until the second Tuesday of November next after the said last Tuesday of August.

Harris & al
v
Fuller

Anne Harris who was the Wife of Ebenezer Harris late of Monson Yeoman deceased (she living now in Stafford Litt v. Joshua Fuller of s. Monson in the County of Hampshire Gentleman — The said Joshua on the Eleventh Day of August current was by a proper Officer in presence of Noah Sabin of said Monson and Nathan Hutson of South Brimfield good and lawful Men of said Bailiwick summoned, to appear before this Court to shew Cause why the said Anne Harris her reasonable Dower & doth not render which happens to her of a certain Messuage or Tenement with the Appurtenances, containing a certain Dwelling House and Barn and a Barn containing two hundred Acres of Land viz. Twenty four Acres of Mowing Land twenty Acres of plow Land twenty Acres of Pasture Land three Acres of Orchard Land and one hundred and thirty two Acres of Wood Land bounded as follows viz. Northerly on Joseph Butlers Land westwardly on Southern Grass Land Southerly on Silas Rose and Joshua Atkinsons Land, eastwardly on common & undivided Land, situated in Monson aforesaid in the Possession of the said Joshua Fuller, which was in the Seizin and Possession of her said Husband Ebenezer Harris and whereof he was seized in his demesne as of Fee during the Coverture and whereof the said Husband died seized, and the said Anne Harris complains that the said Joshua Fuller hath deforced her thereof, The Dft appears by Justin Ely Esq. his Attorney and the Dft by comes & moves that the Action may be continued to the next Term, and it is ordered that the Parties have Day here until the second Tuesday of November next after the said last Tuesday of August —

John Morgan Esqr of Springfield in the County of Hampshire Yeoman Pltf
vs Bezaleel Smith late of Springfield in the same County Yeoman Deft } Dwt vs Smith

in a plea of the Case for that said Bezaleel at said Springfield on the Seventh Day of July last past by his promissory Note under his Hand of that Date for Value Received promised the said John to pay him the Sum of One hundred & eight pounds within seven Days from the Date of said Note which Time is past & said Bezaleel tho' thereto often requested hath never paid said Sum or any penny thereof (excepting sixty five pounds ten Shillings) to the Pltf but unjustly neglects & refuses so to the Damage of the said John as he saith the Sum of two hundred pounds — The Pltf appears by Justin Ely Esqr his Attorney and the Defdt tho three times publickly called to come into Court doth not come but makes Default therof Wherefore it is considered by the Court that the said Pltf do recover against the said Bezaleel the Sum of One hundred fourteen pounds Eighteen Shillings and Costs of Court taxed at twelve pounds & four Shillings and thereof he may have Exn. Exr. 6th Sept. 1809 —

Thompson Maxwell of Buckland in the County of Hampshire Yeoman Pltf } Maxwell
vs Shearjashub Spooner of Charlemont in the same County Yeoman Dfdt } vs Spooner

in a plea of the Case for that the said Shearjashub at Charlemont aforesaid on the tenth Day of June last past by his Note of Hand of that Date for Value received promised the said Thompson to pay him or Order the Sum of One thousand pounds meaning lawful Money on Demand with Interest for the same till paid — Yet the said Shearjashub tho' often requested hath never paid the Contents of the said Note to the Plaintiff or any part thereof, but unjustly neglects & refuses so to the Damage of the said Thompson Maxwell as he saith the Sum of twelve hundred pounds The Pltf appears by Caleb Strong Esqr his Attorney and the Defdt by — and agree that this Cause be continued to the next Term, and the Parties have Day hereon according to Rule the second Tuesday of November next after the said last Tuesday of August

Asa Bates Yeoman & Samuel Bates Yeoman both of Bernardston in the County of Hampshire Pltfs vs Samuel Nichols Southwestern Zadock Nichols Husbandman both of Bernardston Defts } Bates et al vs Nichols et al

in a plea of Trespass; whereon the said Asa & Samuel complain that the said Samuel & Zadock of Bernardston aforesaid on the twenty sixth Day of July last past with Force & Arms the Close of the said Asa & Samuel there called Flat Swamp lying & being a Long Swamp lying on the Southerly side of the Farm on which the said Samuel lives and bounded westerly on Land of the said Zadock and Southerly on Land of the said Samuel C. did break and enter, and the Hay of them the

Wait et al
vs
Woods & a

said Asa & Lemuel then & there lying and being of the Value of Forty pounds, did take and carry away, and the Grass of them the said Asa & Lemuel & the Value of Forty pounds, there lately growing did throw down, take and carry away, and other Grass of them the said Asa & Lemuel, there cut down & then & there lying and being of the Value of Fifty pounds did take and carry away, and other Grass of the said Asa & Lemuel then lately growing of the Value of Seventy pounds with certain Cattle to wit Horses Oxen Cows & Sheep eat up, trod down & consumed, Also for that the said Samuel & Ladocks at Brimfield aforesaid on the first Day of March last past with Force and Arms &c other Elms of them the said Asa & Lemuel, there called their Wood Lots containing thirty Acres lying at the West End of the Farm on which the said Asa & Lemuel live and bounded Southerly and Westerly on Land of the said Ladocks & of Jonathan Brown, did break and enter and five hundred Trees of them the said Asa & Lemuel to the Value of Two hundred pounds lawful Money in the same Elms growing, did cut down take and carry away and also fifty Sled Loads of Wood in the same Elms growing of the Value of twenty pounds did cut down take and carry away and other Wrongs to the said Asa & Lemuel the said Samuel & Ladocks then & there did contrary to Law against the Peace and to the Damage of the said Asa & Lemuel the Sum of Five hundred pounds — The Pltfs appear by Moses Bliss and Caleb Strong Esqrs and the Defts by John Sprague Esq their Attorney come and defend &c the said Samuel saith he is not guilty in Manner and Form as the Pltfs in their Declaration have alledged and thereof puts himself upon the Country and the Pltfs likewise — Likewise the said Ladocks saith he is not guilty in Manner and Form as the Pltfs have alledged and thereof puts himself upon the Country and the Pltfs likewise — Thereupon the Jurors at this Time, according to the Form & Effect of the Statute in that Case provided, returned and impannelled being demanded if they are one here, who to say the Truth concerning the premises being duly sworn by Daniel Lombard their Foreman declare upon their Oath that they find the said Samuel & the said Ladocks Defts guilty and assess the Damage of the Pltfs at Three pounds — Therefore It is considered by the Court that the said Asa and Lemuel do recover against the said Samuel & Ladocks the Sum of Three pounds of the Debt Money Damages and Costs of Court taxed at Twenty eight pounds and twelve Shillings & three pence — The said Asa & Lemuel by their Attorney Caleb Strong Esq appeal from the Judgement of this Court to the Superior Court of Judicature to be holden at Springfield in and

Bates &al
v
Nichols &al

for the County of Hampshire on the fourth Tuesday of September next to answer
and he recognizes with Sureties as the Law directs, for the said Bates & Samuel prosecuting their Appeal with Effect or in the said Recognizance on
Fee to appear &c ——— Whereupon the said Samuel & Zadock the
Abner Morgan Esqr their Attorney appeal from the Judgment aforesaid
to the Supreme Court of Judicature &c to be holden at Springfield in and
for the County of Hampshire on the fourth Tuesday of September next
ensuing and he recognizes with Sureties as the Law directs for the said
Samuel & Zadock to prosecute their Appeal with Effect or pay the said

Recognizance on Fee may be taken

Rosebrooks Com
plaint vs Nevins

William Rosebrooke of Palmer in the County of Hampshire Yeoman humbly
shews that he was duly served with a Writ Summoned to appear at this
Court to answer to Samuel Nevins of said Palmer Yeoman in a Plea &c
as may be seen at large in the Writ now here produced, but that the said
Samuel hath discontinued and failed to prosecute the same, wherefore
the said William prays he may be allowed his reasonable Costs
Therefore it is considered by the Court that the said William do recover
against the said Samuel his Costs taxed at Three pounds two Shil-
lings and eight pence ——— and thereof he may have his Exon

Husband Petr
for Sale of Lands
&c

Edward Hubbard Executor of the last Will & Testament of Ralph Bas-
sett of Westby deceased humbly shews that the personal Estate of said
Deceased is insufficient to discharge the Debts due from said Deceased
as appears by a Certificate from the Register of this County which
now here produced appears; & therefore may he may be allowed to
make Sale of so much of said Deceased's real Estate as to enable
him to discharge the Debts of said Deceased & Cost of the Sale
And it is ordered that the said Edward may make Sale of so
much of the real Estate aforesaid as shall produce the Sum of
One hundred pounds for the purpose aforesaid he observing the
Directions of the Law &c

The foregoing Judgments & Decrees were made and entered
up in Manner aforesaid and the said Court was then
adjourned without Day

Attest Robert Breck Clk

Nov. Term 1774

Hampshire ss. At the Inferior Court of Common Pleas holden at Northampton in and for the County of Hampshire on the second Tuesday of November being the 9th day of the said Month. And Court was opened & the Court sworn & the 12th Day of said Month

Justices of said Court present

Eleazer Porter Esqr
John Hubbard Esqr
Samuel Mather Esqr

Jury of Tryalls

Joseph Hutchens Foreman
Israel Hide
Nathan Clapp
Abner Nicholl
Nathaniel Montague
William Cook
Caleb Clark absent
Aaron Phelps
Aaron Hart
Gideon Searls absent
Elisha Lyman
Ozmer Hulbert
Elijah Hastings
Oliver Clapp
Samuel Church absent

Continued (Action)

Marsh v. Make peace. Moses Marsh of Hadley in the County of Hampshire Gent. Plaint. v. Gershom Make peace late of Weston in the County of Worcester Gent Defdt in a Plea of Trespass &c as at large on Record at the May Term last. The Plff appears by and the Dfdt by Moses Bliss Esqr and it is moved that this Action be continued to the next Term as one of the Plaintiffs Council is unexpected absent. and it is ordered that the Parties have Day here until the second Tuesday of February next following the said second Tuesday of November

Gibbs v. Benson. John Gibbs of Greenwich in the County of Hampshire Yeoman Plff v. David Benson of said Greenwich Yeoman Deft in a Plea of as at large on Record at the last Term, the Plff doth now Move Farther, publickly called & Default made the Defdt & Bail expected & the Action dismissed

Lyman v. Pomroy. Elijah Lyman of Hadley in the County of Hampshire Gent Plff v. Moses Pomroy of Southampton in said County Gent Defdt in a Plea of Trespass &c as at large on Record at the last Term, and now the Plff appears by Mr Charles Phelps Esqr and the Defdt by Caleb Strong Esqr and it is moved that the Action may be farther continued to the next Term and it is ordered that the Parties have Day here until the second Tuesday of February next after the said second Tuesday of November

Elijah Leyman of Hartley in the County of Hampshire Cont. Pltf vs
Samuel Danks of Southampton in said County Yeoman Deft in a
Plea of Trespass &c as a Charge on Record at the last Term, the Pltf
appears by John C Williams Esq his Attorney and the Deft by
comes and moves that the Action may be further continued to the next Term and it is ordered that the Parties have Day
here until the Second Tuesday of February next after the said Second
Tuesday of November

Leyman
v
Danks

John Nash of Plainfield in the County of Hampshire Gentleman and Sarah his Wife who was the Wife of Ebenezer Hollogg late of Plainfield aforesaid deceased Pltf vs Mary Boltwood Widow John Boltwood Yeoman & William Boltwood Jean. all of Amherst aforesaid Defts in a Plea of Land, for Dower &c as a Charge on Record at the last Term the Pltf appear by Hosea Hubbard Esq and the Defts Counsel being necessarily absent at the Convention for forming a new Constitution it is ordered that the Parties have Day here until the Second Tuesday of February next ensuring the said Second Tuesday of November

Nash & al
vs
Boldwood
and others

Anne Harris of Stafford in the County of Stafford & State of Connecticut who was the Wife of Ebenezer Harris late of Monson in the County of Hampshire Yeoman deceased Pltf vs Joshua Fuller of said Monson Yeoman Deft in a Plea for Dower &c as at large on Record at the last Term the Pltf appears by Austin Ely Esq her Attorney and the Deft Caleb Strong Esq being necessarily absent it is ordered that the Parties have Day here until the Second Tuesday of February next after the said Second Tuesday of November

Harris
vs
Fuller

Thompson Maxwell of Buckland in the County of Hampshire Gentleman Pltf vs Shearjashub Spooner of Charlemont in the same County Yeoman Deft in a Plea of the Case &c as at large may be seen of Record at the last Term the Plaintiff being at the Convention & Counsellor it is moved that this Action be continued to the next Term and thereupon ordered that the Parties have Day here until the Second Tuesday of February next after the said Second Tuesday of November

Maxwell vs
Spooner

Isaac Bissell of Suffield in the County of Hampshire Yeoman Pltf vs Gideon Mixer of Westfield in the same County Yeoman Deft in a Plea of the Case for that said Gideon at said Northampton on the twenty eighth day of June last past by his Note under his hand of that Date for Value Received promised said Isaac to pay him One hundred & eight pounds lawful money within two Weeks from the Date of said Note as by said Note may more fully appear, yet said Gideon the same hath not paid said Isaac the same Sum or any Part thereof or otherwise but hitherto hath & still unjustly neglects & refuses so to do to the Damage of the said Isaac Bissell the Sum of Two hundred Pounds the Pltf appears by Hosea Hubbard Esq his Attorney and the Deft by and says that this Action be continued, and thereupon ordered that the Parties have Day here until the Second Tuesday of February next after the Second Tuesday of Nov

Bissell vs
Mixer

Loomis 2
Sackett

Noah Loomis of Southwick in the County of Hampshire Yeoman Pl^t
vs Pliny Sackett of said Southwick Dft in a Plea of Trespass for that
said Pliny of said Southwick on the last Day of August last past
with Force and Arms &c Assault did make on the Body of the said
Noah then & there being in the Peace and him the said Noah he the said
Pliny did then & there with Force and Arms beat bruise and grievously
wound, by Means whereof two of the Rib Bones of the said Noah
were then & there broken by the said Pliny and his Life greatly endan-
gered, and by Reason of said Bruise & Wound the said Noah then after-
wards for the Space of One whole month then next following languished
and was obliged to expend great Sums of Money for Surgeons Physi-
cians and Nurses & many other Wrongs and Injuries to the said
Noah he the said Pliny then & there did contrary to Law against
the Peace and to the Damage of the said Noah as he saith the Sum of
fifteen hundred pounds The Pl^t appears by Moses Bliss Esqr and the
Dft tho' three times publickly called to come into Court doth not come
but makes Default of his Appearance &c — Therefore it is considered by
the Court that the said Noah Loomis do recover against the said Pliny
Sackett the Sum of Seven hundred pounds Damages and Costs of
Court taxed at Twenty three pounds fifteen shillings & four pence
and that he may have his Execn &c Execn issued Novr 16. 1779

Loomis & Moore & al^t

Noah Loomis of Southwick in the County of Hampshire Yeoman Pl^t vs William
Moore Yeoman, George Granger Junr Yeoman & David Allen Yeoman all of
said Southwick Dfts in a plea of Trespass for that said William George
and David at said Southwick on the twenty seventh Day of September
last past with Force and Arms, One Horse of the said Noah Loomis of the Price
of three hundred pounds took and carried away and the same Horse
detained without any lawful Cause, until the the said Noah Loomis
was compelled to pay and expend the Sum of Thirty six pounds Eighteen
Shillings and five pence, for the Recovery of his said Horse, contrary to
Law and against the Peace & to the Damage of the said Noah Loomis as he
saith the Sum of One hundred pounds The Pl^t appears by Moses Bliss Esqr
and the Dfts by John Phelps Esqr their Attorney come and defend &c and reserving
to themselves liberty of giving any special Matter in Evidence, say they are not guilty in
Manner and Form as the said Noah hath alledged against them and thereof
put themselves on the Country, Pliny Sackett Dft. — and the Pl^t likewise &c
— Thereupon the Jurors of the Jury arrayable to the Town and Effect of the
Writ in the Case made and provided now at this Time returned and im-
annelled, being demanded &c Who say upon their Oaths & Affirmations being duly sworn declare upon their Oaths that the said William
George and David the Dfts are guilty in Manner and Form as declared and assess
Damages for the Pl^t at Forty pounds ~~and Costs of Court taxed~~
~~at Twenty three pounds Eighteen shillings~~ The said William, George and David
the Dfts by John Phelps their Attorney appeal from the Judgment &

‡ Recognizance in this case entered by the Court that the Pl^t Noah Loomis
prosecute his Suit with Effect against William Moore, George Granger Junr & David Allen
Yeomen Dfts & that they pay Costs of Suit if Judgment be given for them
Recognizance Entered Novr 16. 1779

this Court to the Superior Court of Judicature to be holden in and for said County of Hampshire at Northampton, on the last Tuesday of April next ensuing and herein was with Securities as the Law directs for the said William Judge and Druitt, prosecuted their Appeal with Effect as by the said Recognizance on File it appears

---

Hour vs Silly

Charles Hour of Brimfield in the County of Hampshire Blacksmith Plt vs Reuben Silly of Wilbraham in the same County Yeoman Dft in a plea of the Case for that whereas the said Charles at said Brimfield the first Day of May in the Year of our Lord Seventeen hundred & Seventy four was possessed of One Bed Sticks of the Value of Twelve pounds Lawful Money as of his own proper Goods & Chattels and being so possessed thereof afterward to wit the Day and Year aforesaid at Brimfield aforesaid on his the said Hour's said possession did casually loose which said Goods & Chattels afterwards to wit the Day and Year aforesaid at Brimfield aforesaid came to the Hands & possession of him the said Reuben and coming the Goods & Chattels aforesaid to be the proper Goods & Chattels of him the said Charles and to him the said Charles of right to belong and appertain yet contriving and fraudulently intending the said Charles of the Goods & Chattels aforesaid craftily and subtilly to deceive and defraud altho often thereto required the same to the said Charles hath not as yet delivered but the Goods & Chattels aforesaid afterwards to wit the Day and Year aforesaid at Brimfield aforesaid converted to his the said Reuben's own Use To the Damage of the said Charles as he said & the Sum of Sixty pounds - The Plt appears by Adam Morgan Esq his Attorney and the Dft tho three Times publickly called to come into Court doth not come but makes Default of his Appearance here - Therefore it is considered by the Court that the said Charles do recover against the said Reuben the Sum of Twelve pounds Damages and Costs taxed the same as before assessed at Thirteen pounds twelve Shillings & eight pence

~~Recd Appeal by Attorney Recognizance Entered Feb 11th 1780~~

Humbly Shews Solomon Munger of South Brimfield in the County of Hampshire Shop Joiner; that he was duly served with a precept bearing date the fourth Day of September last past and his Estate attached and himself duly summoned to appear and answer to John Smith of said South Brimfield Husbandman in a plea of the Case for taking and converting to his own Use a Log the Property of the said John, at the same time that he the said John Smith did condemned and killed & possessed the same, wherefore he the said Solomon prays he may be allowed his reasonable Costs - the Complainant appears by Attorney the Defendant tho returned it is ordered by the Court that the said Complainant & the said John and Jesse Parker have Day here on the second Tuesday of February next to the said Second Tuesday of November

Hampshire ss Court of Common Pleas

Barnard &al Pet for Sale of real Estate

Samuel Barnard Junr: Gent. and John Williams Gent both of Dorchester in the County of Hampshire Executors of the last Will and Testament of Edward Mum late of Deerfield aforesaid deceased, humbly shew that the personal Estate of said deceased is insufficient to discharge the Debts due from said Estate at the Time of his Decease, said Debts amounting to the Sum of Sixteen hundred & fifty eight pounds nineteen shillings & nine pence more than the personal Estate of said deceas'd and pray they may be empowered to sell so much of the real Estate of said deceased, as will enable them to discharge the Debts of said Deceased &c, It is ordered that the said Executors be empowered to sell so much of the real Estate of said deceased as will produce the Sum of Sixteen hundred & seventy nine pounds, for said purpose they observing the Directions of the Law touching such Sale —

Loomis Pet'n for Sale of real Estate

Shem Loomis one of the Executors of the last Will & Testament of Ebenezer Loomis late of Southampton in the County of Hampshire deceased humbly shews that the said Ebenezer died leaving a Will &c appointing your Petitioner with Esther Loomis since also deceased Executors of said last Will & Testament: ordering said Executors to pay the Debts, funeral Charges & Legacies of said Deceased; said Debts amounting to sixty five pounds twelve shillings & two pence more than said personal Estate and prays he may be enabled to sell so much of the real Estate belonging to said Shem & Esther Loomis as to enable him the said Shem to discharge the Debts &c It is ordered that the said Shem be empowered to sell so much of the real Estate of said deceased as shall produce the Sum of Seventy pounds he observing the Directions of the Law &c

The following Judgments Decrees &c were made and entered upon Record aforesaid and the said Court was then adjourned without Day

Mr Robt Breck Clk

[illegible] at the Superior Court of Common Pleas held at Northampton within
and for the County aforesaid on the [illegible]
of February Anno Dom 1[illegible]
Present [illegible]

[illegible] Esqrs Judges

Benjamin Clapham Esqr
Medad Abercrombie
Nehemiah Clapham
Samuel Clapham Esqr
Ebenezer Selden
Elijah Strong
Ebenezer Pettibone
Nathan Dickinson
Asa Billings
Jabez Hedley
Solomon Smith

Esqrs

Grand Jurors

[illegible] Esqr Attorney for the County aforesaid [illegible] Sessions March
first came into Court and the Grand Jurors [illegible] Court
[illegible] and agree that Sessions be continued to the eighteenth day
[illegible] that the said Court be adjourned until the third Tuesday
of this said month of February

Elijah Lyman of Hatfield in the County aforesaid [illegible] Lyman
[illegible] Esqr plaintiff in the same County and Sheriff in a plea of [illegible]
Trespass &c as in his Plaint on Record at last this Term, and the Parties now
appear and agree that this Action be continued to the next Term, and it
is now ordered that they have Day here until the third Tuesday of May
next & then the said Second Tuesday of February

Elijah Lyman of Hatfield in the County of Hampshire Gent. Sheriff
[illegible] of Northampton in the same County Esqr in a plea of Trespass
&c to be at Large on Record at the Term of this Court the said Sheriff
[illegible] and now the said Elijah by his Attorney and the said Ebenezer Strong by
his Attorney come and defend the Force & Injury when &c and for Plea
Manner and Form as the said Elijah in his Declaration hath alledged
against them [illegible] and the said Ebenezer Strong
and the said Elijah Lyman likewise [illegible] Costs & Charges
Thereupon the Issue aforesaid to the Court here [illegible] Statutes in
the case made & provided, now at this Term returned and [illegible] being
demanded [illegible]

Luxmun
Wyatt

[illegible] Attorney appeals from the
Judgment of this Court to the Supreme Court of Judicature Court of Pleas
[illegible] Northampton within and for the County of Hampshire
on the first Tuesday of June next and he recognizes with sufficient
Surety for his prosecuting his said Appeal
with effect as by the said Recognizance on file appears

Nathan
Ballard

Know all Men by these Presents that we Nathan Ballard of Hatfield in the County of Hampshire and Commonwealth of Massachusetts Husbandman and Ebenezer Bolwood of Amherst in the County aforesaid Gentleman are holden and stand firmly bound and obliged unto the Honorable Justices of the Supreme Court of Judicature Court of Pleas and General Sessions of the Peace within and for the County of Hampshire aforesaid in the sum of Forty Pounds lawful money to be paid to the said Justices or their Successors in Office to the which payment well and truly to be made we bind ourselves our Heirs Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals and dated the Twenty fifth day of May in the Year of our Lord One thousand seven hundred and Eighty Six

The Condition of the above written Obligation is such that whereas the above bounden Nathan Ballard hath appealed from the Judgment of the Court of Common Pleas holden at Northampton within and for the County of Hampshire aforesaid on the last Tuesday of April last past in favour of Mary John & William children of Ebenezer Bolwood late of Amherst in the County aforesaid deceased who was the Wife of Ebenezer Bolwood Esq. late of Amherst aforesaid deceased and Mother of the said Mary John & William Bolwood Widow, John Bolwood Yeoman & William Bolwood Gentleman all of Amherst aforesaid by their Guardian Ebenezer Bolwood Esq. of Amherst aforesaid in an Action of the case for Slander and the said Mary John & William by Thomas Williams Esq. their Attorney came & declared against the said Nathan Ballard in a plea of the case for Slander whereupon the said Nathan Ballard appeared & pleaded to the said Declaration & issue was joined between the said Parties & the Jurors of the Inquest impannelled to try the same issue appeared & were sworn well & truly to try the same issue & a true verdict to give according to their Evidence & the said Mary John & William appeared by their said Guardian & Attorney & the said Nathan Ballard appeared in his proper person

and the said Mary & William by the said Mary their Guardian
appeal from the Judgment of this Court to the Superior Court to be
holden at Northampton in and for the County of Hampshire on the last Tuesday
of April next and he the said Ebenezer is with Sureties as the Law directs entered into
Mary Ann & William prosecuting their said Appeal with Effect as by the
Recognizance on file may be seen

Ann Harris of Stafford in the County of State of Connecticut widow
was the Wife of Ebenezer Harris late of Hanson in the County of Hampshire
Yeoman deceased & Mr. Joshua Fuller of said Hanson Gent. Esqr. dem.
and by Leave of Court at last August Term withdrew the
Demurrer, as appears on Record at last August Term from the
Court being informed the Petitioner is unable to attend order that
the Action be continued to the next Term

Thompson Maxwell of Buckland in the County of Hampshire Gent.
& Mr. Chauncy Groom of Charlemont in the same County Yeoman
Defts in a Plea of the Case as may be seen at large of Record at last
August Term, the Parties now here by Council move that this Action
may be continued to the next Term, and it is ordered that the Parties
Day here until the third Tuesday of May next answering the said Second
Tuesday of February

Isaac Bissell of Chesterfield in the County of Hampshire Yeoman & Mr.
Gideon Mixer of Westfield in the same County Yeoman Defts in a
Plea of the Case as at large of Record at the last Term. And now the said
Isaac being three times publickly called in Court and the said Gideon
likewise Defaulted ~~and the Action~~ Action dismissed

Sol.o Munger of South Brimfield in the County of Hampshire Shop
Joiner Compl.t & John Lusk of said South Brimfield Millwright as
of Record at the last Term the said Solomon now appears & moves that his
Costs may be allowed him. And it is considered that the said Solo-
mon do recover against the said John his Costs taxed at
and thereof he may have his Execn

Benj.a Nash of Shelburne in the County of Hampshire Gent & Mr.o Andrew McNutt
McNutt of a Town called Montague in the same County Yeoman Defts
in a Plea of the Case, for that the said Andrew at Shelburne aforesaid
on the fifteenth Day of September last past by his promissory Note of
Hand of that Date for Value received & now in the said Benjamin's
Hands & that Date payable to Bearer & the said Benjamin's
Property or Order the Sum of One hundred & forty pounds
within One month from the Date of said Note with lawful Interest
lawful Interest for the same Sum till paid. Yet the said Andrew
the Note often requested & at the Time of payment hereof long since past
hath never paid the same Sum or any Part of it but Damage
but unjustly neglects & refuses to the Damage of the said Benjamin as he says
the Sum of One hundred pounds & thereof he says he is worthy

Nash v. M'Nutt } and the Def^t tho' three times publickly called to come into Court doth not come but maketh Default of Appearance Jee — Therefore it is considered by the Court that the said Benjamin do recover against the said Andrew One hundred forty three pounds 7 Sevens shillings Damages and Costs of Court taxed at Forty nine pounds & ten shillings and therefore he may have his Execon

Merrill v. Ditto — Daniel Merrill of Shelburn in the County of Hampshire Yeoman Pltf. v. Andrew M'Nutt of a place called Henry field in the same County Yeoman Deft in a plea of the Case, for that the said Andrew at Shelburn aforesaid on the fifteenth Day of September last past by his promissory Note of Hand of that Date for Value received promised the said Daniel to pay him or his Order the Sum of three hundred & eighty four pounds lawful Money within One month from the Date of said Note with the Lawfull Interest for the same Sum till paid: Yet the said Andrew tho often requested and although the time of payment has long since past, hath never paid said Sum or any part thereof or ever fulfilled his promise aforesaid but unjustly neglects & refuses so to do to the Damage of the said Daniel as he saith the Sum of four hundred pounds — The Def^t appears by John C Williams Esqr and the Def^t tho three times publickly called to come into Court doth not come but maketh Default of Appearance Jee — Therefore it is considered by the Court that the said Daniel do recover against the said Andrew Three hundred Ninety four pounds four shillings Damages & Costs of Court taxed at £49.18.0 and thereof he may have his Execon

Wilson v. Ditto } Jonathan Wilson of Colerain in the County of Hampshire Yeoman Pltf v. Andrew M'Nutt of a place called Henry field in the same County Yeoman Deft in a plea of the Case, for that the said Andrew at Shelburn in the said County on the fifteen day of September last past, by his promissory Note of Hand of that Date for Value received, promised the said Jonathan to pay him or his order the Sum of One hundred & Sixty pounds lawfull Money of the old Tenor within One month from the Date of the said Note with Interest meaning the lawful Interest of the same Sum till paid Yet the said Andrew tho often requested & tho the Time of payment is long since past) has never paid the same Sum, or any penny thereof, but hath neglected and refuses to do it, to the Damage of the said Jonathan as he saith the Sum of two hundred pounds — The Def^t appears by J. C. Williams Esqr and the Def^t tho three times publickly called to come into Court doth not come but maketh Default of Appearance Jee, Wherefore it is considered by the Court that the said Jonathan do recover against the said Andrew One hundred Sixty three pounds seaven shillings and Costs of Court taxed at £49.18.0 &

thereof he may have his Execon

Levi Trumpe of Shelburne in the County of Hampshire Yeoman Plt } Trumpe
vs. } vs.
Wm Nutt of a place called Merry field in the same County Yeoman Deft } Wm Nutt

In a plea of the Case for that the said Andrew at Shelburn aforesaid on the fifteenth Day of September last past by his promissory Note of Hand of that Date for Value rec'd promised the said Levi to pay him or his Order the Sum of three hundred and forty pounds of lawful Money of this State within One month from the Date of said Note with the Interest meaning the lawful Interest for the same Sum till paid yet the said Andrew the' often requested & altho the Time of Payment hath long since past, hath never paid said Sum or ever fulfilled his Promise aforesaid but unjustly neglects & refuses to the Damage of the said Levi as he saith the Sum of four hundred pounds — &c. Pl'ff appears by Wm Cothren his Attorney and the Deft tho three times publickly called to come into Court doth not come but makes Default of Appearance &c — Therefore it is considered by the Court that the said Levi do recover against the said Andrew the Sum of three hundred forty eight pounds & two shillings lawful Money Damages and forty nine pounds ten shillings for his Costs now taxed and allowed, and that he may have Execon

David Long of Shelburne in the County of Hampshire Yeoman Plt } Long
vs. } vs.
Andrew Wm Nutt of a place called Merry field in the same County Yeoman Deft } Ditto

In a plea of the Case for that the said Andrew at Shelburn aforesaid on the fifteenth Day of September last past by a Note of that Date for Value received promised the said David to pay him the Sum of Three hundred and fifty pounds lawful Money within four Weeks then next after the Date of the said Note with Interest from the same Sum till paid, yet the said Andrew the often requested hath never paid the said Sum or any penny thereof & altho the Time of payment is long since past but wholly neglects & refuses to do it to the Damage of the said David Long as he saith the Sum of three hundred pounds — &c. Pl'ff appears by Wm Cothren his Attorney and the Deft tho three times publickly called to come into Court doth not come but makes Default of Appearance &c — Therefore it is considered by the Court that the said David do recover against the said Andrew the Sum of three hundred sixty three pounds One Shilling & three pence Damages and Costs of Court taxed at forty nine pounds three Shillings and three pence he may have Execon

Strathan Bates of Shelburn the County of Hampshire Yeoman Plt and Jonathan Bates
vs. Andrew Wm Nutt of a Place called Merry field in the same County Yeoman Deft
in a plea of the Case for that the said Andrew at Shelburn aforesaid on the fifteenth Day of September last past by his Note of Hand of that Date for for Value received promised the said Jonathan to pay him or his Order the Sum of Two hundred & fifty pounds lawful Money on One month from the Date with the lawful Interest for the same Sum till paid. Yet the said Andrew tho' often requested & tho the Time of Payment has long since passed hath never paid said Sum, or ever fulfilled his Promise aforesaid but unjustly

Bates
v.
Mc Nutt

neglects it to the Damage of the said Jonathan as he saith the Sum of
Two hundred pounds — The pltf appears by Jno C Williams Esqr
his Attorney and the Deft tho three Times fair Crickly called to come
into Court do th not come but makes Default of Appearance here
Wherefore it is considered by the Court that the said Jonathan do
recover against the said Andrew the Sum of Two hundred fifty
five pounds nineteen Shillings Lawfull Money Damages and Cost
of Court taxed at Forty nine pounds & ten Shillings and that he
he may have his Execn —

Warner
v.
Tillerson

Ebenezer Warner of Belchertown in the County of Hampshire Yeoman Pltf
v. Jonathan Tillerson of Granville in the Same County Yeoman Deft —
in a Plea of the Case for that the said Jonathan Tillerson at Belchertown
aforesaid on the twenty eighth Day of November last past by his promis-
sory Note of Hand in writing of that Date, for Value rec'd promised
the said Ebenezer to deliver him twenty two bushells and One half
of good merchantable Wheat within One month from the Date of
Said Note meaning at Belchertown aforesaid, and the said Ebenezer
Warner says he has always been ready to receive said Wheat agreable
to the Tenor of said Note. Yet the said Jonathan tho often requested
and altho the Time of Delivery has long since past has has never
delivered said Wheat or any part thereof, nor ever fulfilled his Promise
aforesaid but hitherto neglects & refuses to do it to the Damage of the
said Ebenezer as he saith the Sum of Four hundred pounds. The Pltf
appears by Jno C Williams Esqr his Attorney and the Deft tho three Times
publickly called to come into Court makes Default thereof. Whereupon
afterwards at the Same Term and before the Jury of Inquest are dismiss
the Deft by Robert Hulbert Gentleman his Attorney moves that the Default
aforesaid may be taken off and it is considered by the Court that the
Default be taken off Defts first paying Costs and that the Pltf pay
for entring anew

Hammon
v.
Noak

Timothy Hammon of Hadley in the County of Hampshire Labourer Pltf &c
Noah Smith of the Same Hadley Trader in a Plea of the Case for that the
said Noah at Hadley aforesaid on the twentieth Day last past was justly
indebted to the said Timothy in the Sum of Seventy two pounds and four-
teen Shillings of lawfull Money & then there for so much Money by him
the said Noah before that Time had and received for the said Timothy
and to his the said Timothy's Use. He the said Noah then & there in
consideration thereof assumed on himself and to the said Timothy faith-
fully promised that he the said Noah would well and truely content and
pay him the said Timothy the said Sum of Seventy two pounds and
fourteen Shillings whenever afterwards he should be thereto requested. And
the said Timothy saith that the said Noah tho afterwards to wit

at Hadley aforesaid on the Day and Year aforesaid, and often afterwards and thereto requested, hath never paid the said Sum of Seventy Two pounds fourteen Shillings, or in any ways contented him the said Timothy therefor, but unjustly neglects it to the Damage of the said Timothy as he saith the Sum of One hundred pounds — The Parties personally appear in Court and agree to submit this Action and all Demands in each other to the Award Arbitrament and final Determination of Eleazer Porter Esqr. Col.o Israel Chapin and Capt.n Elijah Hunts Arbitrators mutually chosen by the said Timothy and Mark who are to hear the Parties in the Premises and make Return of their Award to the next Term of this Court and the Award of them or any two of them is to be final — and the Action is continued to the next Term of this Court the third Tuesday of May next following the said second Tuesday of February

1 month

Amasa Smith of Bilberstown in the County of Hampshire Esqr. Attorney of the same Province Plaintiff in a plea of Trespass on the Case for that whereas on the first day of July last past at Bilberstown aforesaid; a certain Discourse was had and moved between the same Amasa and the said Seth of and concerning the sale of forty Barrels by the said Amasa to the said Seth and upon that occasion it was there & then agreed between them that the same Amasa should sell & deliver to the said Seth Warner forty barrels and that the said Seth should pay and deliver to the said Amasa on the month of December then next one bushell of Rye & the price or money therefor in one bushell of Rye in December then next, for each of the said Barrels aforesaid. and the same Seth Warner in Consideration that the said Amasa then & there at the special Instance and request of the said Seth did sell to the said Seth the said forty barrels at the rate of one bushell of Rye or the price or money of one bushell of Rye in December then next, for each of the said Barrels and did assume & undertake and to the same Amasa then & there faithfully promise & deliver to the same Amasa the said forty Barrels to the same Seth Warner assumed & undertaken & the said Amasa on his part then and there faithfully promised that he the same Amasa would duly & truly said well and faithfully would pay and deliver to the said Amasa on the month of December then next one bushell of Rye or the price or money of one bushell of Rye on the same month of December and the said Amasa avers that the price of one bushell of Rye was then & there Ten pounds — And the same Amasa in fact says that he gave credit to the promise and Assumption of the said Seth Warner in form aforesaid made & the same first Day of July to the said Seth Warner the forty barrels aforesaid — and for that a year & more after the same first Day of July to the said Seth Warner & the said Amasa then & there at the special Instance and request of the said Amasa

South
v
Hanna

had there & there sold and delivered to the said Seth Hanna the forty Barrels aforesaid on his oath and to the same damage then & there sustained fully to be recovered with the same Seth to pay the forty Barrels last mentioned at the time of the said delivery and the said damage when he should be thereto required would well and truly be paid & satisfied & contented: and the said Hanna in fact says that the said forty Barrels last mentioned at the time of the said delivery of the same were reasonably worth four dollars per Barrel lawful money of this State which the said Seth there afterwards the same Day & date thereof the said Seth the often thereto requested hath not paid or delivered to the said Hanna the said Rye or the price in Money of the bushell of Rye on the said month of December, to each of the Barrels first abovementioned or any part of either of them nor to the said damage the said sum of four hundred pounds or any part thereof nor hath he any way contented him for either of the same Sums but unjustly neglected & refused so to do to the Damage of the said Hanna Smith as he saith the Sum of Eight hundred pounds —

The Pltf appears by Simeon Strong & Asher Morgan Esqrs his Attorneys and the Defts by Silas Bliss & Wm Williams Esqrs come and defends the force and injury when &c and reserving Liberty to give in any special Matter in Evidence under the general Issue & the said Court to make any Rule or Order relating to Appeal says he owes nothing to the Pltf in manner and form as the said Pltf hath complained against him & thereof puts himself on the Country. & Pltf & Williams and Morgan the same do likewise

Whereupon the Jurors of the Jury were according to the Form and Effect of the Statute in such Case made and provided being impannelled & returned come here, who to try the Issue concerning the Premises, being now impannelled & duly sworn declare upon their Oath that they find for the Pltf Two hundred & forty pounds Damages and Costs of Court which by the Pltfs Counsel is now agreed to be Eight & undertaken, he may have his Execn

Daniel
v
Dodson

Nathaniel Dodson of the County of Hampshire Ent. Action of Trespass against Abraham Graham late of the same County Yeoman Ent in a plea of Trespass upon the Case for that whereas the said Graham on the twenty sixth Day of October last past by his Note in writing under his Hand & Seal Dated the same day and year aforesaid promised the said Nathaniel to deliver him at the House of Nathaniel Dodding Esqr in said Brookfield One hundred Weight of good merchantable Iron & the Value of One hundred pounds Lawful Money of Account to be paid him the said Nathaniel in the Month of February then next ensuing the Date thereof as in and by the said Note reference being had thereto will more fully appear, yet the said Graham the said Nathaniel hath not as yet delivered or any way paid or satisfied him the said Nathaniel for the same although

House to receive the same & to the Defendant and repair to Court
& the Damage of the said Nathaniel as he doth further say of two hundred
pounds — The Plaintiff appears by Thomas Morgan Esq. his Attorney and the
Defendant is thrice solemnly called to come into Court but doth not come
but makes Default & is Defaulted — Whereupon it is considered by
the Court that the said Nathaniel recover against the said Defendant
the Damages above, five pounds Damages and Costs of Court taxed
at Forty four pounds fourteen shillings & eight pence and that
he have Execution — Execution issued Feb 14th 1770 —

Nathaniel
Dane

Abraham Hill of Shutesbury in the County of Hampshire Clerk Pltf
& John Powers Junr Gentleman Nathan Haskins Yeoman. Nathan Brewer
husbandman & Ebenezer Briggs Husbandman all of Shutesbury aforesd Defts
in a plea of Trespass Wherein the said Abraham complains that
the said John Powers Nathan Haskins Nathan Brewer & Ebenezer
Briggs on the thirteenth Day of September last past at Shutesbury
aforesaid with Force and Arms One Cloth and one Cow of them the
said Abraham Hill of the price of two hundred & fifty pounds of
lawful Money took and carried away and other Outrages on him
the said Abraham Hill then & there committed contrary to Law against
the peace and to the Damage of the said Abraham Hill as he saith
the Sum of five hundred pounds — The Plaintiff appears by Caleb Strong
Esqr his Attorney, and on the motion of Counsel for the Defts it is
ordered by the Court that this Action be continued to the third
Tuesday of May next after the said second Tuesday of February —

Hill
vs
Powers &c

Samuel Wait of Hartshead in the County of Hartford Trader Pltf
Martin Read of Springfield in the County of Hampshire Yeoman Defendt
Humbly complains in a plea of the case for that said Martin at said Springfield
on the eighth day of April last past for and in Consideration of fifty
two pounds lawful Money called Land Money paid and advanced
by the said Samuel to said Martin by his certain Note of writing
under his Hand of that Date promised said Samuel to deliver him
One Ton of good Wheat Flour to be delivered him at the Dwelling House
in Springfield meaning the House of Lemuel Morgan then holden in said
Springfield by Tuesday night then next following which Flour the said
Samuel said was then & there well worth Eight hundred pounds current
lawful Money, and that he the said Samuel was then at said Morgans
Tavern on said Tuesday night and was ready to receive said
Flour of the said Martin yet said Martin tho often requested thereto
did not deliver the same Flour nor hath any ways performed
his said Promise but neglects & refuses so to do to the Damage of the said
Samuel Wait as he saith the Sum of One thousand pounds &c The plaintiff
by Caleb Strong his Attorney and the Defendt by William Lyman his Attorney came

Wait
vs
Read

Joyner
vs
Savory

Stanley and Richard Elijah say that the Plea of the said Joyner above pleaded and the Matter therein contained are an insufficient Answer to the Declaration and that he hath no Plea nor anything in the Law of the Land to answer thereto, and that he is ready to verify. Wherefore for Want of a sufficient Answer in this behalf the said Elijah prays Judgment that his Damages may be adjudged him &c. And the said Joyner saith his said Plea is sufficient &c. Upon all which the premises being seen & considered by the Court here fully understood &c. It is ordered by the Court that the Plea aforesaid of the said Joyner by him above pleaded and the Matters in the same contained are an good & sufficient Answer in Law to the Declaration & Action of the said Elijah and that he the said Joyner is not bound to answer any thing in the said Plea aforesaid. And because it is understood by the Court here that the said Elijah hath not any Cause of Action against the said Joyner to have and maintain his Action aforesaid against him the said Joyner. It is therefore considered by the Court here that the said Joyner do go thereof without day &c. And that he recover against the said Elijah his Costs by him about his Defence in this behalf expended and the said Joyner in Mercy &c. But the said Elijah in Mercy &c.

Joyner
vs
Spoone

Thomas Joyner of Richland in the County of Hampshire Gent. Att. & Benjamin Evans of Charlemont in the same County Yeoman Exr in a Plea of the Can as may be for at large on Record hereafter. The Parties by their Attorneys Wm Strong Esq. for the Plt & John Williams Esq. for the Deft now here in Court agree to refer

this Cause Sat Counsel & the Costs of Reference between
Richard Barton & Thomas Turnbull, Esqr & Elizabeth Stanly & Thomas Taylor & Grace Stone and the Award of them or any two of them to be final and to be returned in this Court at the next Term thereof and the Parties have Day then accordingly
on till the last Tuesday of August next after the said first Tuesday
of May

Thomas Bowman of Hadley in the County of Hampshire Esquire
Lawrence Hall of Northampton in the same County Esquire
of the one part and Nathaniel Dickinson of the same Hadley
of the other part Whereas there is at present a Controversy depending between the said Parties concerning the Boundaries of their respective Lands lying in the said Hadley and they have by
mutual Consent and Agreement submitted the same to the Arbitration and Award of Samuel Partridge Esquire Mr Joseph Hawley Mr Ebenezer Hunt Mr Moses Hunt and Mr Ebenezer Wright all of Northampton in the said County of Hampshire Yeomen or any three of them as in and by the Bond or Obligation of the said Parties bearing Date the Twenty fifth Day of March last past before the Delivery hereof relation being thereunto had may more fully and at large appear Now know ye that we the said Samuel Partridge Joseph Hawley Ebenezer Hunt Moses Hunt and Ebenezer Wright Arbitrators Indifferently Elected Nominated and Chosen as aforesaid having taken upon us the burden of the said Arbitration and duly weighed and considered the Proofs Allegations Reasons and Pleas of the Parties aforesaid and heard the Witnesses by them produced and examined and also viewed the premises and having Maturely and Deliberately Debated and Considered of the same do make this our Award in Writing of and concerning the Premises in manner and form following that is to say We the said Arbitrators do find and Award that the Bounds and Lines between the said Parties Lands shall be and remain as they are now Settled and Established by the Committee appointed by the General Court for that purpose and as they are now Improved and Occupied by the said Parties and their Tenants Excepting and Reserving out of this our Award the Gore of Land lying between the Land of the said Nathaniel Dickinson and the Land of Ebenezer Hunt Jun. which Gore of Land we do hereby Award to the said Ebenezer Hunt Jun. his Heirs and Assigns forever and we do also except out of this our Award the Land in Dispute between the said Nathaniel Dickinson and Ebenezer Hunt Jun. which Land we do hereby Award to the said Nathaniel Dickinson his Heirs and Assigns forever and we do also except out of this our Award the Land in Dispute between the said Nathaniel Dickinson and Moses Hunt which Land we do hereby Award to the said Moses Hunt his Heirs and Assigns forever and we do also except out of this our Award the Land in Dispute between the said Nathaniel Dickinson and Ebenezer Wright which Land we do hereby Award to the said Ebenezer Wright his Heirs and Assigns forever and we do also except out of this our Award the Land in Dispute between the said Nathaniel Dickinson and Samuel Partridge which Land we do hereby Award to the said Samuel Partridge his Heirs and Assigns forever and we do also except out of this our Award the Land in Dispute between the said Nathaniel Dickinson and Joseph Hawley which Land we do hereby Award to the said Joseph Hawley his Heirs and Assigns forever and we do also except out of this our Award the Land in Dispute between the said Nathaniel Dickinson and Thomas Bowman which Land we do hereby Award to the said Thomas Bowman his Heirs and Assigns forever and we do also except out of this our Award the Land in Dispute between the said Nathaniel Dickinson and Lawrence Hall which Land we do hereby Award to the said Lawrence Hall his Heirs and Assigns forever and we do also except out of this our Award the Land in Dispute between the said Nathaniel Dickinson and Ebenezer Hunt which Land we do hereby Award to the said Ebenezer Hunt

Recognizance

Recognizance

Samuel Wade of Pittsfield in the County of Hampshire Gentleman
and Thomas Sergeant of Pittsfield in the County of Berkshire Yeoman
personally appeared before me the Subscriber one of the Justices of the Peace
for the County of Berkshire aforesaid and acknowledged themselves
to be indebted to our Sovereign Lord the King in the sum of Forty
Pounds lawful money each to be levied on their respective goods and
chattels lands and tenements to the use of our said Lord the King
his heirs and successors if default shall be made in the Condition
hereof

The Condition of the above Recognizance is such that whereas the above bounden
Samuel Wade stands charged before the Justices of the Court of General Sessions
of the Peace and Common Pleas now sitting by adjournment at Pittsfield within
and for the County of Berkshire aforesaid on the first Tuesday of March last
past with having had a Child by Mary Ann Ingram of Pittsfield aforesaid
spinster which Child was born of the body of the said Mary Ann on the
twenty fifth day of December last past and which said Child is likely to become
chargeable to the Town of Pittsfield aforesaid unless provided for by the
Father thereof and the said Mary Ann having on oath charged the said
Samuel with being the Father of the said Child and the said Samuel having
been thereupon ordered to give Security to indemnify the Town of Pittsfield
aforesaid from all charge that may accrue to the said Town by reason of the
said Child and to appear at the Court of General Sessions of the Peace and
Common Pleas to be holden at Pittsfield within and for the County of Berkshire
aforesaid on the first Tuesday of June next to answer to the premises
and to abide the Order of the Court thereon and not depart the Court without
leave and whereas the said Samuel hath appeared before the Court aforesaid
and pleaded guilty to the charge aforesaid and the said Court have ordered
the said Samuel to pay to the Overseers of the Poor of the said Town of
Pittsfield the sum of four hundred Dollars — The Condition of the
Recognizance is such that if the said Samuel shall appear at the Court
aforesaid and not depart the Court without leave and shall abide the Order
of the Court in the premises and shall pay to the Overseers of the Poor
of the said Town of Pittsfield the said sum of four hundred Dollars —
and also all costs that may accrue to the said Town by reason of the
premises then this Recognizance to be void or else to remain in full force
and virtue —

Taken and acknowledged before me
Thomas Dwight Jr Justice of the Peace

Samuel Wade

Thomas Sergeant

Edward Ebenezer [illegible] in the County [illegible] Roll [illegible]

vs Jonathan Allen late of Granville in the Same County Yeom. [illegible] in a Plea of the Case for that whereas the said Edward at Bill aforesaid on the Second day of November last past at [illegible] aforesaid Contracted with the said Jonathan then and there to deliver unto the said Jonathan Five Bushels of Merchantable Wheat in Consideration that the said Jonathan then & there in Consideration thereof promised the said Edward to pay him the Sum of Twenty five Dollars & one half of Lawful Money at or before the first day of December then next following. And the said Edward further Says that he the said Edward hath always from the said day of the Contract hitherto been ready & willing to deliver unto the said Jonathan the said Wheat or to have fulfilled his Promise aforesaid. But the said Jonathan unjustly neglects it: to the Damage of the said Edward the Sum of four hundred & fifty pounds — & therefore he brings Suit &c. This Writ is Issued by J. Williams Esq. & the Declaration by W. Bliss Esq. & Mr. John Welsh his Attorneys. The said Jonathan comes & defends the Force & Injury &c — and as to leaving Liberty of giving any special Matter in Evidence under the General Issue says that he never promised in Manner & Form as the said Edward hath alledged & thereof puts himself on the Country: and the Pltf likewise — Whereupon the Jurors of the Jury according to the Form & Effect of the Statute in such Case made & provided being demanded & Elected come who to say the Truth concerning the Premises being impannelled & duly sworn, declare upon their Oath that the Defendt promised in Manner & Form as declared by the Pltf and assess Damages, [illegible] and Costs: Therefore it is considered that the said Edward do recover against the said Jonathan the Sum of Four hundred & fifty pounds of lawful Money for Damages and Costs of Suit taxed at Two hundred & thirty nine pounds eighteen Shillings & eight pence & that he may have his Execution

Lockhn Ryon of Shrewsbury in the County of Worcester Labourer Pltf vs Simeon [illegible]

Worthington aforesaid Yeoman in a Plea of the Case for that the said
Allen at Worthington aforesaid on the fifteenth Day of April last and long before
said Barber in the sum of twelve hundred pounds lawful Money for One pair of Oxen
before that Time sold & delivered him the said Allen by him the said Barber at his the said
Allens special Instance & Request, he the said Allen then & there in Consideration thereof
promised said Barber to pay him the same Sum on Demand - Alleging that whereas the
said Barber aforesaid on the same fifteenth Day of April aforesaid had sold and
delivered unto the said Allen the said Pair of Oxen at his the said Allens special Instance and
Request he the said Allen in Consideration thereof aforesaid undertook and to the said Bar-
ber for the same promised that he would well & truly content and pay him the said
Barber all such Sums of Money as the said Cattle at Time sold & delivered as aforesaid
were reasonably worth at the Time of the Sale & Delivery & Delivery thereof and the said Barber
in fact says the said Oxen were reasonably worth the Sum of twelve hundred pounds of
which said Allen then had Notice & promised to pay the same but hath never done &c to his Damage
Twelve hundred pounds

Three Eighty two 3/3

William

upon Which requested, and pay[illegible] on the same Saturday of
February with Interest and Charges upon which he the same
to the Saturday, but upon Which the same to the said
Daniel and the Plaintiff by Hopkins his Attorney & comes
Ebenezer Bartlett, the Defendant by Williams his Attorney, & Confesses
he ought to the said Daniel the Sum of Money in the Declaration
be Named and to be returned into this Court. And for
as the Defendant be Condemned to the said Daniel
until the last Wednesday of this present May & the said Daniel

Daniel Lombard of Springfield in the County of Hampshire
Yeoman Plt v. Ebenezer Bartlett of Blandford in the same
County Yeoman Deft in a Plea of the Case for that said Eben-
-ezer at said Springfield on the fifteenth Day of September
last past received of the said Daniel One hundred & eighteen
pounds lawful Money to lay out the same in the purchase of
Sugar for the said Daniel in a reasonable Time then next
following & in Consideration thereof then & there promised said
Daniel to lay out the same in the purchase of Sugar for the said
Daniel accordingly within said reasonable Time then next
following for a reasonable Reward to be paid him therefor
for the said Daniel, yet the said Ebenezer tho' often request-
-ed & tho' a reasonable Time hath long since been past after the
Receipt of said Money, endeavoring to defraud the said Daniel
hath never laid out the same Money for said Daniel or
purchased any Sugar therewith for the said Daniel, but converted
said Money to his own Use, also for that said Ebenezer at s.
Springfield on the fifth Day of December last past was justly
indebted to said Daniel in One other Sum of One hundred & eighteen
pounds lawful Money for so much Money then before that Time had
and received by said Ebenezer to & for Consideration thereof then
& there promised said Daniel to pay him the same on Demand
yet said Ebenezer tho' often requested hath not paid said Daniel
the same or any part thereof in any Way, performed other things
promised but neglects & refuses so to do, to the Damage of the said Daniel
Five hundred Dollars & just by Bonds. The Plt appears by Hopkins his
Attorney & the Deft the first Time duly called to come
into Court makes Default & the Plt appearing, Whereupon it is consi-
-dered by the Court that the said Daniel do recover against the said

Damages the Sum of Two hundred & thirty six pounds of lawful
Money Damages & Cost of Court taxed at £30.0.0 and that
he may have Execution ——————— Execon 5th May 1760

Samuel Wells Esqr and Arnold Wells Esqr both of Boston in } Wells
the County of Suffolk Petitioners Joseph Hinds of Greenwich in } v.
the County of Hampshire Province Lyn in a Plea wherein they demand } Hinds
against the said Joseph One Messuage & fifty six Acres of Land lying
and being in Greenwich aforesaid now in the Tenour & occupation
of the said Joseph bounding Northerly on the River Easterly on the
high Way partly & partly on land lately belonging to John Webb
Eastwardly on land lately of Samuel Robinson & Northwardly on
land lately of Samuel Smith with the Appurtenances as their Right
and Inheritance Whereunto the said Joseph hath no Entry but by
the Disseisin by him unjustly committed against Samuel Wells
Esqr deceased Father of the said Demandants within thirty
Years now last past & whereupon the said Demandants say that
the said Samuel Wells dec'd the Demandants Father within
thirty Years now last past in a Time of Peace was seized of the
said demanded Premises with the Appurtenances in his Dem-
-esne as of Fee & Right having the Right thereof to be taken
seisin thereof by the Year & continued in the same, untill afterw-
-ards within the said thirty Years last past the said Joseph entered
without Judgment entered thereupon & disseised the said Sam-
-uel Wells dec'd Father of said Demandants & held him
out thereof during his Life & until his Death & after died
seized of the Right to the said demanded Premises upon the said Sam-
-uel Wells deceased Father of the said Demandants, the Right
to said demanded Premises descended to the said Samuel
Wells & Arnold Wells his Children & Heirs the now Demandants &
the said Joseph Hinds unjustly hath wholly withheld & still unjustly withholds and
holdeth them out of the Possession of the said Demandants &
denyed the Demandants the same & thereupon the said Demandants
say that the said Joseph by the Writ of Attachment and the
Sheriff thereon duly served & returned was summoned to appear
this present Inferior Court of Common Pleas to be holden
at Boston within & for the County of Suffolk on the first Tuesday
of May Instant to answer unto the said Demandants in the Plea
aforesaid and the said Demandants appearing by their Attorney
do move against the said Joseph for Judgment for the Premises
and Costs of Court taxed at Six hundred & fifty One pounds & four
Shillings and on Motion Ordered to come with Counsel
and on his Prayer Judgment is now entered for the Demandants

Hall &
Sinds
vs
Sinds

this Court to the Superior Court of Judicature &c next to be holden at Springfield in the County of Hampshire and for the County of Hampshire & Berkshire on the fourth Tuesday of September next, and he recognizes with Sureties as the Law directs for his prosecuting his said Appeal with Effect & pleads as by the Recognizance on File appears

Clapp
&
Clark
vs
Rogers

Hope Clapp Junr & Rose Clap Junr both of Southampton in the County of Hampshire Mercht & Adam Clark of the same Place Yeom[n] Exhibit in a Plea of Trespass on the Case for that the s[d] Rogers and Perez at said Southampton on the twenty eighth Day of December last past had sold & delivered to the s[d] Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Rogers & Perez to pay them the sum of five hundred & eight pounds of Continental Money & each the Money as good as when sold within a Fortnight - Also for that the said Rogers & Perez at said Southampton had sold and delivered to the said Adam & Rose other Goods & Merchandize for which they should be the said Adam & Rose in Consideration thereof assumed on summons & faithfully promised the said Rogers & Perez to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Rogers & Perez have not paid but refuse so to do to the Damage of the said Rogers & Perez the sum of twelve hundred pounds

Execution to issue

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

Mr Hope Clapp & Mr Rose Clapp both of Southampton in the County of Hampshire Merchants & Partners in Trade & Mr Adam Clark of the same Place Yeoman in a Plea of Trespass on the Case for that the said Hope & Rose at said Southampton on the twenty eighth Day of December last past had sold & delivered to the said Adam Clark taken by the said Adam & Rose in Consideration thereof assumed on summons and faithfully promised the said Hope & Rose to pay them therefor as much Money as the same Goods were worth at the time of the Sale & Delivery thereof which on the same days & year aforesaid was worth a further sum of Eight hundred pounds Continental Money & which the said Hope & Rose have not paid but refuse so to do to the Damage of the said Hope & Rose the sum of twelve hundred pounds

now here—

Hampshire ss. At the Inferior Court of Common Pleas holden at Springfield in and for the County of Hampshire on the last Tuesday of July current being the 29th day of said Month and Date in Dom to the Tenth Day of September Anno Domini 1800

Justices of said Court present
Timothy Dawson Esqr
Eleazer Porter Esqr
John Bliss Esqr
Samuel Mather Esqr

Jury of Trials
John Ryan Foreman } Springfd
Edward Stebbins
Ebenr Colton
Asa Bates Springfd
Bildad Foster excus'd } Wilbm
Timothy Day
Thomas Lewis } Wilbm
Levi Bliss
Thomas McClanathan } Sal
Willm M. Master absent
Caleb Thespabent Mon
Jacob Bates Ham.
John Watson Blan.
Amasa Lee absent Southk

John Ryan Ebenr Colton } Jurors in Case Church & Ely and
De Tal Cer. } Thomas Worley Abner Beals Solm Nash Josiah Snow } Jurors on
Benja Bryant & Wm Sacket } Jurors in Case Bartlett & Morton
Thos Stebbins Thos Morley } Thompson & Thompson & Sacket & Lewey
William Colton Thos Morley } Loomis & Hagin Coro & Sacket & Bryant & Beswick

Thompson Maxwell of Buckland in the County of Hampshire Gent. Pltf
Benjamin Spooner of Charlemont in the same County Yeoman Deft
in a Plea of the Case as may be seen at large of Record but for
the Parties by their Counsil now severally appear & move that the Action
may be further continued under the Rule entered into at the last Term
and the Parties have Day therefor accordingly on till the second Tuesday of
November next after the said last Tuesday of August

Maxwell v. Spooner

Timothy Hammon of Hadley in the County of Hampshire Labourer
Peter Clark Smith of the same Hadley Yeoman Deft in a Plea of
the Case as at large on Record but for the Parties now appear
and the Plaintiff by John Williams Esqr his Attorney now moves that
this Action may be continued under the Rule hereto fore entered into
and the Parties have Day therefor accordingly on till the second Tuesday
of November next after the said last Tuesday of August

Hammon v. Smith

Daniel Barber of Worthington in the County of Hampshire Yeoman
& Joshua Allen of the same Worthington Yeoman Deft in a Plea of the
Case &c as at large on Record at the last May Term at which time
this Action was by the Parties agreed to be referred to Solomon
Eager Esqr & Mr Nathl Wright & John Turner and now the Parties
appear and the Referees being unto called thereto do award
that the said Joshua Allen shall pay to the said Daniel Barber the Sum of
Seven hundred & five pounds Damages and Costs of Suit and Judge

Barber & Allen

Barber v Allen

Reference mounting to Fifty three pounds and certifying that Thirteen pounds and ten shillings part of said Fifty three pounds is already paid —

Whereupon it is considered that the said Daniel do recover against the said Elias Allen fifteen hundred & five pounds of lawful Money Damages, and Costs of Court One hundred & thirty pounds & remainder of the Costs of Reference mounting to Forty nine pounds Ten shillings and thereof he may have his Execn

Bartlett v Morton

Case of Bartlett of Hadley in the County of Hampshire Yeom. Pltf. vs Joseph Morton of Hatfield in the same County Yeoman Deft in a Plea of Trespass on the Case — as at large on Record at the last Term, and now the said Caleb by Simeon Strong & Wm Williams Esqrs his Attorneys comes here and the said Joseph also by C Strong Esqr his attorney comes & both the Jurors & Inquiry when &c — and says that he is not guilty in manner and form as the Pltf against him hath alledged and thereof puts himself upon the Country — Whereupon the Jurors of the Jury according to the Form and Effect of the Statute in such Case made & provided, being Demanded likewise come here, who to say the Truth in the Premises, being impannelled and duly sworn declare upon their oath that they find for the Pltf and assess Damages at One hundred & twenty pounds & fifteen shillings — Whereupon it is considered that the said Caleb do recover against the said Joseph the Sum of One hundred & twenty pounds of lawful Money Damages and Costs of Court taxed at — Whereupon the said Joseph in his Proper Person now here in Court appeals from the Judgment of this Court to the Superior Court of Judicature &c to be holden at Springfield in the County of Hampshire and for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next and he recognizes with Surety as the Law directs for his prosecuting his said Appeal with Effect & paying the Costs in case it appears

Bannister v Hebbin

Case of Bannister of Springfield in the County of Hampshire Yeoman Plff against Hebbin Hebbin of Wilbraham in the same County Yeoman Deft in a Plea of Trespass on the Case as is at large of Record at the last Term and now the Parties appear by their several Attorneys and the Jurors being impannelled and sworn and the Evidence heard and understood and paid for the Deft his Costs with the Exception of the Reference — Whereupon it is considered that the said Aaron do recover against the said Timothy his Costs including the Exception Reference taxed at Forty three pounds four shillings and thereof he may have his Execn

Execn issd Sepr 24. 1700.

Wood v Lee

Case of Hanson in the County of Hampshire Yeoman Plff vs Edward Lee of Wallingford in the County of Hartford & Colo of Connecticut Yeoman Deft Edward Lee of Hanson aforesaid Yeoman in a Plea of Trespass on the Case as at large of Record at the last Term and now the said Plff being three

Time, publickly called & now next, and the said Jedidiah likewise defaulted
and the Action is dismissed

Samuel Rust of Murrays field in the County of Hampshire Yeoman Pet.r
William M.Intire late of said Murrays field Yeoman Def.t in a Plea of Cov.
enant broken; whereon the said Samuel says that at said Murrays field
on the eighth Day of December in the Year of our Lord one thousand seven
hundred & twenty eight the said William made sealed & delivered his the said Def.t
unto Deed Poll the Date whereof is the Day & Year aforesaid by which Deed
in Court to be produced it is witnessed that he the said William for &
in Consideration of the Sum of three hundred & twenty five pounds cur-
rent Money of the State of the Massachusetts Bay in hand paid him
by the said Samuel did freely & clearly & absolutely give grant bargain
sell alien release convey & confirm unto him the said Samuel Rust
his Heirs & Assigns forever one certain Tract or Parcell of Land lying
in Murrays field containing fifty Acres being the Easterly half of Lot
Number One hundred & Ten, bounded Eastwardly by the middle Branch
so called, Southerly by Lot Number One hundred & seven owned by John
Murray Esq.r westerly by the West half of said Lot now owned by Samuel
Elder, northerly by Lot Number One hundred & Eleven owned by John
Chandler Esq.r, to have & to hold the given granted Premises with the
Appurtenances & Priveleges thereto belonging to him the said Samuel his Heirs
& Assigns to his & their own proper use Benefit & behoof forevermore —
And the said William for & his by the same Deed did covenant promise
& grant to & with the said Samuel Rust his Heirs & Assigns, that before &
until the ensealing of the same he the said William was the true sole
proper & lawful Owner & Possessor of the said granted Premises with
the Appurtenances; and that he had in himself good right full pow-
er & lawful Authority to grant sell & convey the same, & that free and
clear of & from all Incumbrances whatsoever, And the said Samuel
further avers & declares that at the Time of the Execution of the Deed
aforesaid or any other Time whatsoever before & since he the said
William was never the true sole proper & lawful Owner and Pos-
sessor of the said fifty Acres of Land being the Easterly half of Lot
Number One hundred & Ten above mentioned nor had he any Right
Power or Authority whatsoever to grant sell or convey the same and
that the same never passed by Virtue of the Deed aforesaid from him
the said William to the said Samuel nor that he the said Samuel re-
ceived or could legally enter upon obtain or enjoy the same by Virtue of the Deed aforesaid
by Reason that the said William was not either before or at the Time of the ma-
king of the said Deed the lawful Owner or Possessor of the same nor had any
Right or Power to convey the same to the Pl.ff and so the said William
Intire hath broken his Covenants & not kept the same to the Damage
of the said Samuel the Sum of Ten thousand pounds — He appears
by Caleb Strong Esq.r his Attorney and the Def.t by Esq.r his
Attorney comes & moves that the Action may be continued that he may have
Time to plead specially. And the Parties have Day here according to Rule till
the second Tuesday of November next when the said last Tuesday of August

Cero Negro
vs
Wm Tucker

Ano Regni Regis Georgii Tertii Decimo Septimo In the County of Hampshire Sebanus Peters of Williamsburgh and Westfield Husbandman in a Plea of Trespass whereon the said Cero complains that the said William Tucker late of Westfield aforesaid on the Eighteenth day of July current did with Force and Arms take and carry away One great Coat of the Value of Two hundred pounds One blue Coat of the Value of Three hundred pounds One Vest of the Value of Sixty pounds, a Wooden Gun of the Value of Forty pounds all of the Goods & Chattels of him the said Cero and other Wrongs to the said Cero the said William then & there did contrary to Law against the Peace & to the Damage of the said Cero as he saith the Sum of One Thousand pounds — He appears by Clifford his Attorney and the said William Tucker by Major Fitch & Simeon Strong Esqr his Attorney's come into Court and says that he the Writ aforesaid of the said Cero ought not to answer because he says that at the Time of the Issuing of the same Writ & ever since he the said Cero was & still is the proper Negro Slave of him the said William Tucker at Westfield aforesaid all which he the said William is ready to verify, Wherefore he the said William prays Judgment whether he to the Writ aforesaid of the said Cero ought to answer and that the same may be abated —

And the said Cero says that he the said Cero at the Time of the Purchase of the Writ aforesaid to wit the twenty ninth day of July last past in Westfield in said County was a Freeman, and was not then nor ever after the proper Negro Slave of him the said William in Manner & Form as the Plea by pleading hath alledged and this he prays may be enquired of by the Country — Whereupon the Jurors of the Jury mentioned to the Court & Parties of the Statute in such Case made & provided being demanded if they will come here what they will to say touching the Premises, being duly sworn, declare upon their Oath that they find that the said Cero is a Freeman & not the Negro Slave of the said William and assess the Damages of the Plaintiff to Five hundred pounds whereupon it is considered that the said Cero do recover against the said William the Sum of Three Hundred pounds of lawful Money Damages and Cost of Court taxed at Two hundred & fifty pounds Seven Shillings & four pence — Whereupon the said William in his proper Person now here in Court appeals from the Judgment of this Court to the Supreme Court of Judicature &c to be holden at Springfield in the County of Hampshire & for the Counties of Hampshire & Berkshire on the fourth Tuesday of September next & he recognizes with Sureties on the Law directs for his prosecuting his said Appeal with Effect as by the Recognizance on File it appears

Book
&
Barney

Robert Breck of Northampton in the County of Hampshire Esqr. Att of Joshua Bailey of Berkshire in the same County Husbandman Greeting In a Plea of Trespass on the Case &c that the said Joshua at Northampton aforesaid on the Third Day of December in the Year of our Lord Seventeen hundred & seventy One by his Bill obliging under his Hand & Seal acknowledged & did thereby & that he the said Joshua had received of the said Robert Twelve Pounds

and in Consideration thereof the said Joshua by the same Note Promised from
Him & the said Robert to deliver to him the said Robert, every Spring after Shear-
ing twelve pounds of Lawful good Wool as any Sheep should bear for three
Years & then meaning at the End of the said three Years to return twelve
Sheep as good as he the said Joshua should receive & to return the same Sheep
on the thirty first Day of December which would be in the Year of our Lord
Seventeen hundred & seventy four. And the said Robert saith that each of
the said Sheep was agreed in Value to thirty pounds of Continental Cur-
rency and that each pound of the said Wool was agreed in Value to Nine
pounds of the same Currency and that he has been always ready to
receive the same Sheep & Wool of the said Joshua Also he that the said
Joshua at Northampton aforesaid on the twenty ninth Day of December
in the Year of our Lord Seventeen hundred & seventy eight by his the
Note in Writing under his hand of that Date for Value received pro-
mised the said Robert to pay him forty seven pounds of good merchant-
able Sheeps Wool or the Value thereof in Money by the first Day of May
then next & also the Sum of Eight pounds of Lawful money for the Use
Money for four Years & the Sum of One Quarter part thereof meaning of
the said Wool or Money for three Years & the Sum of One Quarter part
of said Wool or Money for two Years & the Sum of One Quarter part thereof
for One Year, meaning also to pay the said Sum of the same Wool soon
the said twenty ninth Day of December next all the same should be
paid And the said Robert in fact says that each pound of the
said Wool was agreed in Value to Nine pounds of Continental
Currency & that he the said Robt hath been always ready since
the same twenty ninth Day of December to receive the same Wool
or Money of the said Joshua yet the said Joshua & often thereto-
unto hath not returned or delivered to the said Robert the
Sheep or Wool forth aforesaid or any part for Him of them
or any Way or Part from for his said Promise, nor hath the
said Joshua paid to the said Rob the Wool or Money last aforesaid
Sum or any part thereof or them but unjustly neglects and
refuses to do it to the Damage of the said Robert as he saith the
Sum of two thousand pounds — And so he appears by
Strong Esqr & he left the Writ with publickly called to come into
Court doth not come but makes Default Whereupon it
Therefore is considered that the said Robert do recover against
the said Joshua the Sum of seven hundred & eighty three pounds
& seventeen shillings of lawful Money Damages and Cost
of Court taxed at £85.10.8 & that Execution issue &c

Chirch
Esqr

Hope Church of Springfield in the County of Hampshire Gentleman
Nathaniel Ely of Springfield Gentleman Samuel Ely of Springfield
Yeoman all of Springfield aforesaid Plts in a Plea of Trespass whereon
the said Plts complain that they the said Nathaniel Hope and Samuel Ely
at Springfield aforesaid on the twenty third Day of July in the Year

Church
&
Ely et al

and Seventeen hundred & Seventy six with force & arms One hogshead filled with Rum & containing One hundred Gallons of the Value of Five Thousand pounds of the Goods & Chattels of him the said Plaintiffs found at Springfield aforesaid & there & then taken away & from him the said Plaintiffs unlawfully & injuriously & against the Peace & Dammage of the said Plaintiffs to the Court unknown & whereupon the said Plaintiffs by Caleb Strong Esq. their Attorney complain & defendants say that they are not guilty in Manner and Form as the Plaintiffs in his Declaration have alledged & thereof put themselves on the Country & Whereupon the Issues of the Fact according to the Form & Effect of the Statutes in such Case made & provided being demanded whether they come here who the said Issues concerning the Premises being unparticled & duly sworn declare upon their Oath that they find the Defendants guilty in Manner & Form as the Plaintiffs have declared and assess Damages for the Plaintiffs at four Thousand One hundred & Eighty eight pounds Whereupon it is considered that the Plaintiffs do recover against the Defendants the Sum of four Thousand One hundred & Eighty eight pounds of lawful Money Damages & Costs of Court taxed at £177..4..0 Whereupon the Defendants in their proper Persons now here in Court appeal from the Judgment of the Court to the Superior Court of Judicature &c to be holden at Springfield in the County of Hampshire & for the County of Hampshire & Recognize with Sureties as the Law directs for their prosecuting their said Appeal with Effect as by the Recognizance on File appears

Thompson
&
Thompson

Henry Thompson of Palmer in the County of Hampshire Yeoman Plaintiff Benj.a Thompson of the same in the same County Yeoman Defendants in a Plea of Trespass whereon the said Henry complains that the said Benjamin on the second Day of August Instant with Force & Arms One Close of the said Henry called Bare Lot being about fifteen Rods which lies adjoining to the said Benjamins Land on the Northside and is bounded Southerly on Mark Thompsons Land, Side Brook & Gutter, and two Loads of Hay of him the said Henry then & there being & lying of the Value of three hundred & fifty pounds did take & carry away & the Hay of him the said Henry then & there growing of the Value of Ten pounds with certain Cattle & Carts hand and Feet down trampled & other Wrongs to the said Henry, the said Benjamin then & there did contrary to Law, against the Peace & to the Damage of the said Henry the Sum of Five hundred pounds. & thereupon by Thomas Morgan & Strong Esq.r his Attorneys and the Defendants by Caleb Strong Esq.r their Attorney defends the Force & Injury when & where & they say that he is not guilty in Manner and Form as the Plaintiff in his Declaration has alledged and thereof puts himself on the Country & And the Plaintiff likewise. Whereupon the Issues of the

Thompson

Thompson

Jury according to the Form & Effect of the Statutes in such Case made & provided being duly demanded & sworn who to try the Issue joined between the Parties being now sworn & impannelled, upon their Oath do say that the Defendant did not undertake & promise in manner & Form as is set forth in the Declaration and assess the Damages of the Plaintiff by reason of the Premises to Ninety Pounds; whereupon it is considered that the Plaintiff do recover against the Defendant the Sum of Ninety pounds assessed Damages and Eight Pounds Costs of Suit taxed at £263.10.0 and that he may have his Execution Execution issued Sept. 11th 1780

Hubbard & Baker

Edmond Hubbard of Hadley in the County of Hampshire Gent. Pltf & Edward Baker of Amherst in the same County Gent. Deft in a Plea of the Case as may be seen on File and now the said Edward being duly & three times publickly called in Court & the Defendant did not

the Action dismissed

Warner & al. v. Bey. Smith

Timothy Warner Widow & Deborah Warner Gent. Exrs of Hadley in the County of Hampshire & Executors to the last Will & Testament of Oliver Warner late of Hadley aforesaid Gent Deceased Pltfs v. Benj. Smith 2d of said Hadley Yeoman Deft in a Plea of the Case for that the said Benjamin at Hadley aforesaid on the twelfth Day of May in the Year of our Lord Seventeen hundred & Seventy two by his promissory Note of Hand of that Date for Value received promised the said Oliver Warner then living to pay him or his Order the Sum of three pounds five Shillings lawful Money, meaning lawful Money in Silver at six Shillings & Eight pence an ounce which the said Exrs & Deborah are to be credited and equal to One hundred & Ninety five pounds Currency of the united States on Demand with the lawful Interest for the same Sum till paid: also for that the said Benj. at Hadley aforesaid on the twentieth Day of June in the Year of our Lord Seventeen hundred & Seventy two by his Note of that Date for Value received promised the said Chauncy to pay him or his Order the Sum of fourteen pounds by the first Day of November then next ensuing the Date of said Note with the lawful Interest for the same Sum till paid and aforesaid to which on the second Day of June aforesaid at Hadley aforesaid the said Josiah Chauncy by his Endorsement in Writing on said Note with his own proper hand subscribed ordered the Contents of said Note then due & unpaid to be paid to the said Oliver Warner for Value of him then & there had and received of all which the said Benjamin then instantly had Notice, and became liable to pay said Contents to said Oliver according to the Tenor of said Note, & then & there in Consideration thereof promised said Oliver to pay him said Contents accordingly on Demand and the said Exrs & Deborah in Fact say that the Contents of said Note so to be paid as aforesaid is equal to the Sum of Eight hundred & forty pounds of the present Currency of the United States, yet the said Benj.

Warner & Smith

the oftenrequested never paid said Sums or either of them to the said Barnabas Warner his Executors or unto said Elias Warner Deceased or any for him but unjustly neglects & refuses so to do to the Damage of the said Barnabas & Jedediah as said Copartners as they say the Sum of Eleven hundred pounds

The parties severally appear by their Attorneys, and thereupon by Consent of the Parties & Order of Court of the Defendant that this Action be continued unto the further Law Day here accordingly on the second Tuesday of November next after said last Tuesday of August

Davis & Rogers

Nathan Davis of Warren in the County of Hampshire Yeoman Pltf vs Thomas Rogers of the same place Yeoman Deft in a Plea of Trespass, for that the said Thomas at Warren aforesaid on the last Day of February in the Year of our Lord One thousand seven hundred & seventy Eight with Force & Arms broke & entered the Close of him the said Nathan at Warren aforesaid and then did break down & take off the & carry away from the Dwelling House of the said Nathan two thousand Boards and also then & there did uncover the Dwelling house of him the said Nathan whereby the Goods & Chattels of the said Nathan were then & there thereby exposed to the Rain & Snow & them totally spoiled and destroyed & did then & there take & carry away other two thousand Boards of the Price of five hundred pounds and other injuries then & there did against the Peace of the Government & People & to the Damage of the said Nathan the sum of One thousand pounds &c. The parties severally appear by their Attorneys and this is moved by the Pltf Counsel & Deft assenting that this Action be continued & on the further Law Day here until the second Tuesday of November next after the said last Tuesday of August

William Clark

William Allen of Draper in the County of Cumberland & State of Vermont Yeoman Pltf & George Clark of Coleraine in the County of Hampshire Yeoman Deft in a Plea of Trespass on the Case, for that whereas the said William at Coleraine aforesaid on the first Day of June last past was possessed of One certain black & white Cow of the Price of six hundred pounds lawful Money and being so possessed of the said Cow the same first Day of June aforesaid the said Cow casually strayed out of his Possession which Cow into the hands & possession of the said George by finding came, nevertheless the said George knowing the said Cow to be the proper Goods & Chattels of the said William & to him rightfully to belong & appertain & contriving & intending the said William of his said Cow to deprive & defraud altho often requested hath not delivered said Cow to said William, but then & there wrongfully & unjustly detained & converted & disposed the same to his own use & Benefit & to the Damage of the said William as he saith the Sum of Seven hundred pounds &c. The Pltf appears by J. C. Williams Esq his Attorney & the Deft tho three times publickly called makes Default of Appearance &c. Whereupon it is considered that the said William do recover against the said George the Sum of Four hundred pounds Damages & Cost of Court taxed at £17.2.0 & that he may have his Execution

Execd Sept 8. 1780

Ezra Rood of Amherst in the County of Hampshire Yeoman Plt vs Paul Mc Lore
of the same Amherst Yeoman Deft in a Plea of the Case, for that the said Ezra at Amherst aforesaid on the second Day of June in the Year of our Lord one thou-
-sand seven hundred & ninety Nine by his joynt & several Note of Hand of that Date, for
the sum of one hundred & seventy Nine lawful Money promised the said Ezra to deliver him or his Order the Quantity
Value received promised the said Ezra to deliver him or his Order the Quantity
of four pounds & One Quarter of good merchantable French Indigo, meaning
at his the said Ezra's dwelling House in Amherst on Demand with the
meaning lawful Interest to be paid & meaning delivered, and the said Ezra in
fact says the Indigo so to be delivered as aforesaid was well worth the Sum of
two hundred pounds, & that he has always been ready to receive said Indi-
-go agreable to the Tenor of said Note, yet the said Paul tho often requested
hath never delivered said Indigo or ever fulfill'd his promise aforesaid
but neglects it to the Damage of the said Ezra Rood as he says to the Sum of
two hundred pounds — The Dft appears by John Williams Esqr his Attorney
and the Dft tho three Times publickly called makes Default of Appearance
Whereupon it is considered that the said Ezra do recover against the
said Paul the Sum of One hundred & four pounds lawful Money
Damages & Costs of Court taxed at £7 7s. 12d. O. & that he may have &
Execution Easton Sept. 9. 1800

264
Rood
vs
Newton

John Johnson of Pelham in the County of Hampshire Yeoman Plt vs David
Benson of Greenwich in the same County Yeoman Deft in a Plea of the Case
for that the said David at Pelham aforesaid on the last Day of June last past
being justly indebted to the said John in the Sum of Two hundred pounds lawful
Money of the United States for One Horse before that Time sold & delivered him
the said David at his the said David's special Instance & Request, he the s.d
David then & there in Consideration thereof promised the said John to pay him
the same Sum on Demand: — Yet for that whereas the said John at Pelham
aforesaid on the last Day of June last past had sold & delivered him the said
David One other Horse at his the said David's special Instance & Request
he the said David then & there in Consideration thereof in like Manner promised
to the said John lastly promised that he would well & truly content
and pay him the said John all such Sum of Money as he the said John
should reasonably deserve to have for the last mentioned Horse so sold
and delivered, as aforesaid whenever afterwards he should be thereto required
And the said John in fact saith he reasonably deserved to have for the
last mentioned Horse so sold & delivered as aforesaid other Sum of five
hundred pounds of the lawful Money of which the said David
then & there had Notice yet the said David tho often requested
hath never paid said Sum, or any fulfilled either of his said
Promises but neglects it, to the Damage of the said John Two hundred &
Sum of five hundred pounds — The Parties now by Consent
and agree that the Action be continued — and the Parties accordingly say
Day till until the Second Tuesday of November next after the said last
Tuesday of August

Johnson
vs
Benson

Sanderson
v
Belding &al

Abraham Sanderson of Sandisfield in the County of Hampshire Yeo-
man Pltf Joseph Belding Gorman and Stephen Orcutt Gorman both of
Whately in the same County Defts in a Plea of the Case for that the said Joseph
and Stephen a bWhately aforesaid on the twenty sixth day of April last past
by their Note of hand of that Date, for Value rec'd promised the Pltf Abraham
that they or either of them would pay to him or his Order the Sum of One hun-
dred & fifty pounds lawfull Money on Demand: also for that whereas the
said Joseph & Stephen a bWhately aforesaid on the last Day of April last
past had had & received of the said Abraham the Sum of three hundred pounds
of lawfull Money in Currency of the United States & his & their said
Joseph & Stephens Use & Benefit, they the said Joseph & Stephen in Consider-
ation thereof undertook & to the said Abraham faithfully promised that they
would well & truly content and pay him the said Abraham the last men-
tioned Sum of three hundred pounds, whenever afterwards he should be thereto
requested; and the said Abraham saith, the said Joseph & Stephen or either
of them have never paid said Sums or in any wise contented said
Abraham therefor or ever fulfilled their promise as aforesaid or either
of them, but unjustly neglect & refuse, to the Damage of the said Abraham as
he saith the Sum of four hundred pounds — The Pltf appears by Jno
C Williams Esq his Att'y and the Defts tho three Times publickly called
to come into Court make Default of Appearance &c — Therefore
it is considered that the Pltf do recover against the Defts the Sum of
One hundred & fifty pounds lawfull Money Damages and
Costs of Court taxed at £07.6.0 — and thereof he may have his
Execution —

Execution issued Sept 8. 1790 —

Jones
&
Gray

Ezra Jones of Worcester in the County of Worcester Trader Pltf & John Gray of Work-
-ington in the County of Hampshire Tanner Deft in a Plea of Trespass for that
for that and Ezra at said Springfield on the first Day of August in the
Year of our Lord seventeen hundred & seventy eight was possessed of four bar-
-rels of Flour of the Value of Eight hundred pounds as of his own prop-
-per Goods & Chattels, & being so thereof possessed he the said Ezra afterwards to
wit on the same first Day of August usually took the said four barrels
of Flour to wit at said Springfield, & the same four Barrels of Flour
there at said Springfield aforesaid to wit on the tenth Day of the same
August came into the hands & possession of the said John Gray by finding
nevertheless he the said John tho often requested & particularly at said Spring-
-field on the twenty sixth day of the same August well knowing said four bar-
-rels of Flour to be the Pltfs Property hath not Delivered the same to the Pltf
but then & there converted the same four Barrels of Flour to his the said Johns
own Use to the Damage of the said Ezra the Sum of Nine hundred pounds
& the Pltf appears by Majr Bliss & Jno Hill Esq and the Deft by John Hooper Esq his Att'y
some & never that Execution may be continued because he is unable to get a ma-
-jority of the Justices of the Court; and it is ordered that the Parties have Day here
until the second Tuesday of November next to the said last Tuesday of
August

William Sackett of Westfield in the County of Hampshire Yeoman Plaint Benjamin Dewey Thomas Ead Dewey Thomas & Martin & Co Partners Yeomen all of the same Westfield Defts in a plea of the Case for that whereas the said William on the twenty second Day of July last past was possessed of a certain Male Negro Slave named Peter as of his own proper Negro Slave worth Nine Thousand pounds and had at great Cost & Expence kept supported & maintained the same Slave from the time of his Birth to that time & had also with the same time been at great Cost & Expence in educating and instructing his said Slave and putting & apprenticeing him & serve the said William in & about his Tanyard Business, and had also paid large sums of Money which were from time to time applied on behalf the said William according to Law by Reason of having Possession & Property of the same Negro Slave, by Means of which Instruction & Education the said Slave became capable of performing great & important services for the said William in & about his said Business and the said William was likely to receive great Emoluments & Profits from the Labours & Services of the same Slave: nevertheless the said Benjamin Ead & Martin not heeding the Premises & intending to defraud the said William of all the Emoluments & Profits which he would have had & aforesaid on the same twenty second Day of July aforesaid at Westfield aforesaid incited & procured the said Slave to depart from & leave the Service of the said William by means whereof in taking & procuring the said Slave to depart from the Service of the said William afterwards to wit on the same Day & Year at Westfield aforesaid, the said Slave departed from and left the Service of the said William, without the Leave & against the Consent of the said William, and the said Benjamin Ead & Martin three afterwards to wit the same Day & Year at Westfield aforesaid, knowing the said Slave to be the property Slave of the said William & to have departed from the said William's Service in Manner aforesaid & having met and combined together for that purpose did entertain & encourage said Slave still to absent and withdraw himself from the said William's Service against the said William's Consent, and did then & there offer the said Slave to protect and defend him by Force against the said William then & there endeavouring to serve & recover back the said Slave into his Service, and did then & there in Presence and hearing of said William and of said Slave threaten bodily Harm to said William if he should seize said Slave, and did then & there conceal harbour and protect & defend the said Slave against the said William so that by Means of the Premises the said William could not seize or recover into his Service the said Slave, neither has he ever returned back into his said Service nor submitted himself unto the said William but has withdrawn himself into parts unknown & the said William is never likely to recover his said Slave but has wholly lost the same to the Damage of the said William the Sum of Nine Thousand pounds — The Defts appear by Moses Bliss & Simeon Strong Esqrs their Attys & the Plff by C. Strong Esqr come & defend the Force & Injury when &c — & say that they are not guilty in Manner & Form as the Plff within against them hath declared & thereof put themselves on the Country and the Plff likewise — Whereupon the Jurors of the Jury according to the Form

Wm Sackett vs Benj.a Dewey et al

and Effects of the Statutes in such Case made & provided, being demanded if he knew
any one who to say the Truth concerning the Premises being impannelled & sworn, declare upon their Oath that they find the Defts not guilty as in Deft
forth in the Declaration and find for the Defts their Costs
Whereupon it is considered that the Defts do recover against the Pltf their Costs
in defending themselves in this Suit taxed at One hundred & seven Pounds
Twelve shillings — Whereupon the said William in his proper
Person now here in Court appeals from the Judgment of this Court to
the Superior Court of Judicature &c. to be holden at Springfield in the
County of Hampshire & for the Counties of Hampshire & Berkshire on the
fourth Tuesday of September next and he recognizes with Sureties
as the Law directs for his prosecuting his said Appeal with Effect
as by said Recognizance on File thereto appears

Luke Bliss of Mosses Church

The Commonwealth of Massachusetts to any Constable of Boston in New England To the Sheriff of
our County of Hampshire his under Sheriff or Deputy Greeting
Command Moses Church of Springfield in our said County of Hampshire Yeoman
That justly and without Delay he render to Luke Bliss of Springfield aforesaid Yeoman
Three acres & One hundred Rods of Land lying and being in the Place called Chicopee
in said Springfield lying South of and adjoining to the Home to Heirs of Abram
Chapin deceased bounding Easterly partly on Street or highway, also seven Acres &
half Acre of Meadow Land lying the North side of Williams River Meadow so
called in said Springfield & bounding, on the Lot on Land of Heirs of Chapin
also ten Acres of upland adjoining the aforesaid Meadow. bounding Westerly
on the high Way. also a Lot of Land lying at the lower Chicopee so called in
said Springfield called Huggins Lot, containing fourteen Acres, also a
Meadow near the great Hill called Grandfathers Meadow in said Springfield containing Nine Acres & half Acre, also a Lot or parcell of Land lying
in the upper Field so called in said Springfield against the great Swamp
so called containing twenty two Acres, also Ninety seven Acres & half Acre of
Land lying in said County being the South half of the Farm on which Noah
Bowker lately lived with the Buildings thereon standing, also fifteen Acres
of Pasture Land lying in said Springfield on the East side of said Willi-
mans River Meadow & bounding West on said Meadow, also a Lot of Land containing fifteen Acres in the Home Location of them Chapins lying and
being in said Ludlow, also a Home Lot so called in Number the Eighty Seven
containing Forty eight Acres & One hundred Forty four Rods in said Ludlow
also two Acres of Land in Scheme Lot Number two hundred & Forty eight in
said Ludlow also the Scheme Lot of Land Number three hundred & fifty two
containing twelve Acres lying in said Springfield. also a Lot of Land in the
first General Scheme so called called & known by the Name of Grandfathers
Lot lying in said Springfield containing forty Nine Acres & half Acre, also
a Lot of Land in the second general Scheme so called in said Springfield
Land and a Dumbolton containing Thirty eight Acres & Twenty Rods, also the second
Lot of Land in the third & last general Scheme so called originally in said
Town of Springfield but now lying partly in said Springfield and partly
in said Ludlow, that is to say the Lot Number fifty containing eighteen Acres
the Lot Number two hundred & six containing fourteen Acres and One hundred
and twenty Rods, the Lot Number One hundred & thirteen containing twenty

One acres & eighty rods, the Lot Number three hundred & thirty five, containing 2 166
fourteen acres & one hundred & twenty five rods, the Lot Number two hundred Bk
& seventy seven containing twenty two acres, the Lot Number five hundred & & Mun Lo
thirty three containing ten acres, the Lot Number twenty eight containing
thirteen acres & one hundred & thirty six rods, the Lot Number twenty two
containing thirty two acres & sixty two rods, the Lot Number Nineteen
containing seventeen acres & thirty rods, the Lot Number thirty one
containing fifteen acres & one hundred & twelve rods, the Lot Number thirty
six containing twelve acres, the Lot Number eighty two containing twelve
acres & eighteen rods, the Lot Number Eighty containing twelve acres
one eighty rods, the Lot Number two hundred & thirty seven contain-
eighteen acres & seventy five rods, the Lot Number two hundred and
thirty five. containing Seventeen acres & eighty eight rods the Lot Number
Eighty six containing fifteen acres & one hundred & twelve rods, the Lot Num-
ber One hundred & Ninety Seven containing twenty One acres & eighty rods, the
Lot Number two hundred thirty two containing sixteen acres & one hundred
and thirty rods, the Lot Number One hundred & thirty three containing
Twenty three acres, the Lot Number Two hundred & Ninety containing
twenty two acres & eighty rods, the Lot Number three hundred & three containing
Seventeen acres & One hundred rods, the Lot Number One hundred & thirty &
containing twenty two acres & eighty rods, the Lot Number One hundred & eighty
Six containing fifteen acres, the Lot Number One hundred & eighty four containing
Twenty four acres & One hundred & [illegible] rod, the Lot Number One hundred & eighty
One containing twenty acres & One hundred rods, also the Lot Number One
hundred & eighty containing seventeen acres & Ninety rods, all which Lands
& Tenements a thousand with parts & Parcels of the Real Estate of the
Chapin late of said Springfield deceased with the Appurtenances all which
Lands & Tenements aforesaid the the said Luke Bliss claims to be his
Right and Inheritance and into which the said Hyde Church hath
not Entry unless after the Disseizin which Hugh Hunt unjustly and
without Judgment hath made to the said Luke Bliss within thirty
Years next past and whereupon he complains that the said Hyde
should depart hence and unto the the said Hyde Church. Ought to do
the Services by good Summoners thereof to be had before
before us at our Court of Common Pleas to be holden at
Springfield within and for the said County of Hampshire on the last
Tuesday of August next then & there to answer
to the said Luke Bliss in a Plea wherein the said Demandant
and the said Hyde Church the Tenements aforesaid with
the Appurtenances at our Right and Inheritance and whereof the
said Hyde hath not entry unless after the Disseizin aforesaid made
by the said Hugh Hunt within thirty Years next hath and
whereupon the said Luke saith that he with the said Thirty Years not ask
Pasture seized of the Lands & Tenements aforesaid with the Appurtenances
in his Demesne as of Fee & Right in a Time of Peace to take to Right

Pltf
v
Church

to the Value of Ten pounds by the Year and which the said Mo E Church
hath not duly and daily Dissented from the Same for the Space of Thirty Years
& by Consent & Judgment ought to have the said Thirty Years now last past and by reason
of the same the said Church shall be seized him and thereupon he the said Lake prays
the same of the Church shall be seized & c And the said Mo E Church in
like manner and good Proof &c And the said Mo E Church in
her proper Person cometh & defendeth her Right when & where &c & the
Jurors and thereupon issue is joined & they Ephraim Chapin of Springfield
aforesaid Gentleman & Jemima his Wife who are present here in Court in
their proper Person & the said Church And the said Ephraim &
Jemima likewise present in Court in their proper Persons freely acknowledge the
Lands & Tenements aforesaid with the Appurtenances to the said Mo E Church
and pray that the Same may be to the Pltf & his heirs for ever

And hereupon the said Lake Pltf demandeth against the said Eph-
raim & Jemima Tenants by their warrant & Warranty the Lands & Tenements
aforesaid with the Appurtenances in Town aforesaid as their Right &
Inheritance & wherein the said Ephraim & Jemima have not Entry but
after the Disseizin aforesaid of the said Hezekiah Chapin and
within Thirty Years that the said Lake within mentioned & the
Time aforesaid was seized of the Lands & Tenements aforesaid with the Appur-
tenances in his Demesne as of Fee & Right taking the Profits thereof to
the Value of Ten pounds by the Year and whereupon the said Ephraim and
Jemima and no other by their Disseizin aforesaid of the said Hezekiah
Chapin unjustly & without Judgment made as aforesaid within the Term
aforesaid and he bringeth Suit & good Proof &c

And the said Ephraim & Jemima Tenants by their warranty now
present here in Court in their proper Persons defend Force & when
& where &c shall behove them &c and thereupon the further Tenant John
Fox who is present here in Court in his proper Person by Warrant
the Lands & Tenements demanded to them

And the said John Fox is present in Court in his proper Person
for & warrants the Lands & Tenements aforesaid with the Appurten-
ances to the said Ephraim & Jemima against the Demand of the said Lake
and prayeth that the said Lake Pltf & his Demand be
void against him &c And hereupon the said Lake Pltf demandeth
against the said John Fox by his warranty the Lands and
Tenements aforesaid with the Appurtenances in Town aforesaid as his
Right & Inheritance & wherein the said John Fox hath not Entry but
after the Disseizin aforesaid of the said Hezekiah Chapin and
within Thirty Years that the said Lake within mentioned & the
Time aforesaid was seized of the Lands & Tenements aforesaid with the Appur-
tenances in his Demesne as of Fee & Right taking the Profits thereof to
the Value of Ten pounds by the Year and whereupon the said
Jemima and no other by their Disseizin aforesaid of the said Hezekiah
Chapin unjustly & without Judgment made as aforesaid within the Term
aforesaid and he bringeth Suit & good Proof &c

And the said Ephraim & Jemima Tenants by their warranty now
present here in Court in their proper Persons defend Force & when
& where &c shall behove them &c and thereupon the further Tenant John
Fox who is present here in Court in his proper Person by Warrant
the Lands & Tenements demanded to them

And the said John Fox is present in Court in his proper Person
for & warrants the Lands & Tenements aforesaid with the Appurten-
ances to the said Ephraim & Jemima against the Demand of the said Lake
and prayeth that the said Lake Pltf & his Demand be
void against him &c And hereupon the said Lake Pltf demandeth
against the said John Fox by his warranty the Lands and
Tenements aforesaid with the Appurtenances in Town aforesaid as his
Right & Inheritance & wherein the said John Fox hath not Entry but
after the Disseizin aforesaid of the said Hezekiah Chapin and
within Thirty Years that the said Lake within mentioned & the
Time aforesaid was seized of the Lands & Tenements aforesaid with the Appur-
tenances in his Demesne as of Fee & Right taking the Profits thereof to
the Value of Ten pounds by the Year and whereupon the said
Jemima and no other by their Disseizin aforesaid of the said Hezekiah
Chapin unjustly & without Judgment made as aforesaid within the Term
aforesaid and he bringeth his Suit & And the said

John Foy Tenant by his Warranty defends his Right when & where &c & saith with him &c and saith that the aforesaid Hugh did not disseize the aforesaid Luke Bish of the Lands & Tenements aforesaid as the aforesaid Luke by his Writ & Count aforesaid above doth suppose and of this he putteth himself upon the Country — And the said John Foy thereupon craveth Leave to imparl; and the said John Foy hath Leave to imparl — And afterwards the aforesaid Luke cometh again here into Court in this same Term in his proper Person, and the aforesaid John Foy tho solemnly called, cometh not again, but hath departed in Contempt of the Court & maketh Default Therefore it is considered that the aforesaid Luke do recover his Seizin against the aforesaid Moses of the Tenements aforesaid with the Appurtenances, and that the said Moses have of the Land of the said Ephraim & Jemima to the Value of the Tenements aforesaid — and further that the said Ephraim & Jemima have of the Land of the said John Foy to the Value of the Tenements aforesaid — And the said John in Mercy — And afterwards the said Luke prays a Writ of the Government & People to be directed to the Sheriff of the County aforesaid to cause him to have full Seizin of the Tenements aforesaid with the Appurtenances, and it is granted unto him returnable at the Term of this Court to be holden at Northampton in said County on the second Tuesday of February next.

Afterwards that is to say the thirteenth day of February Anno Dom. 1781. in the Term last mentioned here cometh the said Luke in his proper Person and Joel Day Deputy Sheriff now sendeth that he by Virtue of the Writ aforesaid to him directed on the twentieth Day of November did cause the said Luke to have full Seizin of the Tenements aforesaid with the Appurtenances as he was commanded

Moses Rood of Hatfield in the County of Hampshire Husbandman Plff v. William Carpenter of Southfield in the same County Husbandman Deft in a Plea of Trespass &c — as may appear on File and now the said Moses being three times publickly called & the Deft is defaulted & the Action is dismissed

Rood v Carpenter

David Fowler of Westfield in the County of Hampshire Yeoman Plff v. Roger Rook of Southwick in the same County Yeoman Deft in a Plea of Trespass for that the said Roger at said Westfield on the Eleventh Day of July last past with force and Arms &c assaulted Shattered & beat the said David & other Wrongs to him did to the Damage of the said David the Sum of three hundred pounds — & therupon he by John Phelps Esq his Attorney complains &c for that whereas the said Roger at the time of the Trespass aforesaid was indebted to the said David in the Sum of forty pounds lawful money for Goods & Chattels of the said David before that time had & received to the use of the said Roger which he the said Roger in consideration thereof then & there undertook & faithfully promised the said David to pay him when he the said Roger should be thereto afterwards requested yet the said Roger although often requested so to do hath not paid the same but hitherto wholly refused & still refuses to pay the same to the said David to his damage of one hundred pounds & therefore he brings his Suit &c and for Plea says that he is not guilty in Manner & Form as the Plff in his Declaration has alledged & thereof puts himself upon the Country and the Plff likewise — Whereupon the Law according to the Form & Effect of the Statutes in such Case made & provided is duly remarked & here

Fowler v Rook

Fowler & Root

borne who to say the Truth concerning the Premises being impannelled & duly sworn, declare upon their Oath that they find the Defts guilty in manner & Form as is set forth in the Declaration and assess Damages at three hundred pounds — Wherefore it is considered that the said Davis do recover against the said Roger the Sum of three hundred pounds of lawful Money Damages and Costs of Court taxed at £25 3. 7 — and thereof he may have his Execon

Tillotson & Smith

Ja. Tillotson of Granville in the County of Hampshire Yeoman Pltf. Bradel Smith of West Springfield in the Same County Yeoman Deft. in a Plea of the Case for that the said Smith at said Granville on the twelfth Day of August in the Year of our Lord Seventeen hundred & Seventy Eight by his Note of that Date for Value rec'd promised the said Abel to pay him the Sum of forty five pounds by the last Day of September then next with Interest till paid yet the said Smith tho often thereto requested hath not performed his Promise but he wholly neglects it to the Damage of the said Abel as he saith the Sum of Seven hundred pounds — The Deft appear by John Phelps Esqr his Attorney and the Deft tho three Times publickly called to come into Court make Default of Appearance here — Wherefore it is considered that the said Abel do recover against the said Bradel the Sum of fifty four pounds & eighteen Shillings of lawful Money Damages and Costs of Court taxed at £ 70.. 01.. 0 and thereof he may have his Execon —

Ja.s Hunt & Silly Burk

James Hunt of Williamsburgh in the County of Hampshire Yeoman Pltf. v. Silly Burk of the Same Williamsburgh Husbandman Deft in a Plea of Trespass on the Case for that the said Silly at Williamsburgh aforesaid on the tenth Day of May last past in Consideration that the said James had before that Time sold & delivered to the said Silly at his the said Silly's special Instance & Request a Steer of the Weight of four hundred & forty eight pounds, agreed upon himself & the said James then & there faithfully promised that he the said Silly would well & truly pay & content to the said James for the Steer aforesaid, so much Money by the Hundred Weight as Israel Chapin Esqr should say the said James reasonably deserved to have therefor, whenever after he should be thereto required & the said James say that the said Israel did then & there say that he the said James for the Steer aforesaid reasonably deserved to have of the said Silly five hundred and fifty pounds by the Hundred Weight aforesaid the said Silly there afterwards the same Day had Notice — Also for that the said Silly at Williamsburgh aforesaid on the tenth Day of May last past in Consideration that he the said James had before that Time sold & delivered to the said Silly One other fat Steer of him the said James at his the said Silly's special Instance and Request aforesaid upon himself & to the said James then & there faithfully promised that he the said Silly for the Steer last above mentioned so much Money as the same Steer at the Time of the Sale & Delivery thereof was reasonably worth & the said James whenever after the said Silly should be thereto required will & faithfully would pay & content & the said James in fact say that the Steer last above mentioned was reasonably worth at the Time of the Sale and

Delivery thereof as aforesaid, seven hundred pounds lawfull Money of New England aforesaid, of which the said Tilly there afterwards, the same Day had Notice, Yet the said Tilly tho often thereto required hath not paid to the Plt at the Rate of One hundred fifty pounds by the hundred Weight for the Rye first abovementioned, nor hath he paid the said Sum of seven hundred pounds for the Rye last mentioned or any part thereof them or any Way contented the Plt for either of his said Promises but unjustly neglects and refuses to do it to the Damage of the said Plt the Sum of One thousand pounds — The Parties severally appear and agree that this Action be continued and the Parties have Day accordingly until the second Tuesday of November next after the said last Tuesday of August

Bryant
v
Berwick

Benjamin Bryant of Chesterfield in the County of Hampshire Yeoman Plt v. Everton Berwick of the same Chesterfield Defdt in a Plea of the Case for that the said Everton at Chesterfield aforesaid on the Eleventh Day of April last past by his Note of Hand of that Date for Value received promised the said Benjamin to pay him or Order five bushells of merchantable Rye and thirty weight of swearing Sixty pounds (Weight) of good Salt Pork clear of Bone on Demand to be delivered at said Bryants House; and the said Benjamin avers that merchantable Rye at the Time of making the said Promise was & now is of the Value of twenty four pounds by the bushell, and that a pound of Salt Pork clear of Bone was on the said eleventh Day of April & now is of the Value of four pounds & that he hath been always ready to receive the same Rye & pork since the Date of the said Note of the said Everton, yet the said Everton tho often thereto required hath not paid or delivered to the Plt the Rye & Pork abovementioned or any part of either of them or any Way contented him therefor but wholly neglects or refuses to do it to the Damage of the said Benjamin Five Hundred pounds — The Dft appears by Caleb Strong Esqr his Attorney & the Plt by I Williams Esqr his Attorney who defends the Force & Injury &c and for plea says he never promised the Plt in Manner & Form as in the within Declaration against him he alledged & thereof prays to try all by his Country — And the Plt likewise — Whereupon the Jurors of the Jury according to the Form & Effect of the Statutes in such Case made & provided being demanded likewise come here, who to say the Truth concerning the Premises being impannelled & sworn, declare upon their Oath that they find for the Plt and assess Damages at One hundred & Nine five pounds — Wherefore it is considered that the said Benjamin do recover against the said Everton the Sum of One hundred & Nine five pounds of lawfull Money Damages & Costs of Court taxed at £22.13.4 & thereof he may have his Execn — Execn issd 17. Octr

Loomis
v
Huggins

Noah Loomis Junr of Southwick in the County of Hampshire Yeoman Appellant both
& James Huggins of the same Southwick Yeoman Appellee from the Judgment
of James Mather Esqr One of the Justices assigned to keep the Peace in said
County at a Tryal before him on the twenty third Day of August Anno Dom
Seventeen hundred & eighty wherein the said James Huggins was Plt and the
said Noah Loomis Junr was Dfdt in a Plea that the said Noah render to the
said James the Sum of Forty eight pounds which to him he owes and from
him unjustly detains & whereon the said James says by the Law or Statute of
the Massachusetts Bay in New England made & passed by the great & General
Court in the Year One thousand seven hundred & seventy eight entitled an Act
in Addition to an Act intitled an Act for forming & regulating the Militia
within the Colony of the Massachusetts Bay in New England & for repealing all
the Laws hereto fore made for that purpose it is among other things enacted
that if any Noncommissioned Officer or private Soldier being duly notified
of the Time & place appointed for the Company to which he belongs to meet
on a Training or Muster Day, shall unnecessarily neglect to appear with
such Arms, Accoutrements & Equipments as he shall be possessed of, being
ordered by his Officer to bring the same shall pay a Fine of Thirty shil-
lings which Fine by a Late Act or Law hath been doubled Eight Times Viz
Eight Times Thirty Shillings, by a Law passed the tenth Day of January
last past amounting then to Twelve pounds, seven which by the same
Court Viz on the Thirteenth Day of April last Court made & passed a
Law increasing said Fine Thirty two Times amounting to Forty eight
pounds, and said Action to recover before a Justice of Peace, by the
Clerk of the Company to which the Delinquent belongs, and the said James
avers that the said Noah was duly & seasonably notified by his Officer to
appear at the Meeting House Parade in said Southwick on the twenty seventh
Day of June last past the same being a Muster Day of the said Company with
his Arms Accoutrements & Equipments & to bring the same & the said Noah then
was & still is a private Soldier in said Company and the said James avers that
he is Clerk of the Company aforesaid, but the said Noah wholly & unreasonably
disregarding his Duty in that Regard did not appear according to Orders
on said Day whereby he hath forfeited by Law sixty two times Thirty shillings
Viz Forty eight pounds law put Money & action accrues aforesaid Southwick to the
said James to have & demand the same of the said Noah, yet the said Noah tho often
thereto requested hath never paid the same but he wholly neglects it — The Plt
appeared & entered his Action the Dft appeared & pleads & says he owes the Plt
Nothing in manner & Form as he has alledged & the put himself on Try all
& the Plt likewise — Upon which Plea Issue being joined & the Parties being
fully heard by the said Justice Judgment was rendered that the Dft did owe
in manner & Form as the Plt declares, and that the said James do recover against
the said Noah the Sum of Forty eight pounds Debt & Costs, from which Judgment
the said Noah appealed to this Court &c — the Parties appear & are ordered Issue

on their former Pleas — Thereupon the Jurors according to the Form & Effect of the Statutes in this Case made & provided ab this Time returned & impannelled being demanded & how say come who to say the Truth concerning the Premises being duly sworn declare upon their Oath that they find for the Orignal Plff Affirmation of former Judgment with additional Cost — Whereupon ab is considered that the said Loomis do recover against the said Roads the Sum of Forty eight pounds of lawful Money Debt & Costs taxed ab £159.12.10 and therof he may have his Execn

Loomis
vs
Huggins

Daniel Parsons of Springfield in the County of Hampshire Gent Plff vs Jad Lamb of West Springfield in the same County Yeoman in a Plea of the Case for that said Jad at said Springfield on the Ninth Day of July in the Year of our Lord Seventeen hundred & Seventy Nine by his Note under his Hand of that Date for Value received promised said Daniel to pay and deliver him thirty Bushels of Indian Corn on or before the first Day of January then next ensuing which Corn the said Daniel says is of the Value of twelve pounds by the Bushell and that he hath been always ready to receive the same of the said Jad yet the said Jad tho' often requested hath never delivered the same Corn to the said Daniel or any part thereof but neglects so to do. to the Damage of the said Daniel the Sum of One hundred & twenty pounds, the Parties by Counsil severally appear — And ab the Term of this Court the second Tuesday of November the Plff by Moses Bliss Esq his Attorney moves that as no Order was made hereon on the last Term this Action may be ordered to be considered as continued &c — and it is accordingly ordered — See the next Term

Daniel Parsons
vs
Jad Lamb

Joseph Church Admr on the Estate of Martin Smith late of Amherst in the County of Hampshire deceased makes humbly shews that the personal Estate of said deceased was insufficient to discharge the Debts due from said Estate at the Time of his Decease with the Charges of Administration & therefore prays he may be allowed to make Sale of so much of the Real Estate of said deceased as shall enable him to discharge said Debts It is ordered that said Administrator may sell of the Real Estate of s.d Deceased to the Amount of Nine hundred & Seventy three pounds Eleven shillings & four pence for the purpose aforesaid he observing the Directions of the Law touching such Sale

Joseph Church
Admr for Sale
of Real Estate

Elias Polmans Admr on the Estate of Richard Polmans late of Granville in the County of Hampshire dec.d humbly shews that the personal Estate of said Dec.d is insufficient to discharge the Debts due from said Deceased at the Time of his Decease as by a Certificate from the Hon.ble Register of Probate for said County will appear Therefore prays he may be allowed to make Sale of so much of the Real Estate of said deceased as may enable him to discharge said Debts

Elias Polmans
Admr for Sale
of Real Estate

whereupon it is ordered that said Administrator may make Sale of so much of the Real Estate of said deceased as shall produce the Sum of Forty Six pounds he observing the Directions of the Law touching such Sales

Elisha Phelps Petn for Sale of Real Estate

Elisha Phelps Admr on the Estate of Simeon Phelps late of Belchertown in the County of Hampshire deceased humbly shews that the personal Estate of s[d] Deceased is insufficient to discharge the Debts due from said deceased at the Time of his Decease with the Admrs Account allowed as appears per Certificate from the Register of Probate &c for said County; Therefore prays he may be allowed to sell so much of s[d] Deceased's Real Estate as to enable him to discharge s[d] Deceased's Debts with Costs of Sale &c — It is ordered that said Admr may make Sale of so much of s[d] Deceased's Real Estate as will produce the Sum of Twenty four pounds & ten Shillings for the purposes aforesd he observing the Directions of the Law relating to such Sales

Petn of Joel Munn Admr for further Sale &c

Majr Simeon Barnard & Jno Williams Esqrs the last Will & Testament of Joel Munn late of Deerfield dec'd humbly shew that the personal Estate of s[d] deceased being insufficient to discharge the Debts due from said Estate & y[e] deceased of s[d] Joel. they obtained Leave from the Hon.[ble] Court to make Sale of part of the Real Estate of s[d] Deceased; since which other Debts have been exhibited against said Estate & allowed. as by Certificate from y[e] Clerk of Probate for the County herewith exhibited appears — wherefore pray they may be allowed to make such further Sale of the Real Estate as may enable them to discharge said Debts with additional Costs whereupon it is ordered that they the said Admrs have Leave to make such further Sale of said Deceased's Real Estate as shall produce the Sum of Thirty five pounds for y[e] Purposes mentioned in said Petn they observing the Directions of the Law relating to such Sale —

Samuel Bedortha Petn for Sale of Real Estate

Samuel Bedortha Admr on the Estate of Benj.[a] Bedortha late of Worthington in the County of Hampshire dec'd intestate humbly sheweth that the personal Estate of said deceased is insufficient to discharge the Debts due from said deceased at the Time of his Decease, he therefore prays he may be impowered to make Sale of so much of said Deceas.[d] Real Estate as shall enable him to discharge the said Debts —

Whereupon it is ordered that said Samuel may make Sale of so much of said Deceased his Real Estate as shall produce the Sum of Twenty pounds for said purposes he observing the Directions of the Law touching such Sale

It is by the Justices of this Court now ordered that the Clerk of this Court do take One Dollar of the New Emission of Paper Money for Forty Dollars of y[e] old Continental Currency on all Judgments & for all Fees of this Court

The foregoing Judgments & Orders being made & entered upon in Manner aforesaid and the said Court was then adjourned without Day

Attest Rob[t] Breck Clk

Sandwich's Lamb.

Pursuant to a Warrant to me directed from y[e] County of Hampshire Court &c I have taken Sandwich Lamb & y[e] same Shrieve's Yeoman & him in a plea as may be seen at large at y[e] Inquest taken on the Body of the Within named Lamb as Ordered at the Town House in Northampton as is in the following Form viz[t] &c

Attest Rob[t] Breck Clk

Hampshire ss. At the Inferior Court of Common Pleas holden at Northampton in and for the County of Hampshire on the Second Tuesday of November being the day of said month and de Die in Diem to the day of sd month Anno Domini 1760

Justices of said Court present —
Timothy Danielson Esqr
Eleazer Porter Esqr —
Samuel Mather Esqr —

Jury of Tryalls —
Israel Chapin Esqr Foremn } Hatfd
Medad Field . . absent
Elias Lyman Esqr
Ithamer Clark exd } Northa
Silas Brown . . .
Samuel Cook in y.e Army } Had.
Samuel Warner . . .
John Hall } So Hadley
Obadiah Ivory
Nath.ll Ingram . . . . . So Had
David Rich } Amh.
Enos Colman . . . .
George Stearns . . . . Con.
Jesse Sling . . . . Deer
Edward Smith . . Bel.

In Case Sett. Warner Edward Smith Pltf
David Nash on —

In Case Hamilton & Sling Jesse Sling Pltf
Capt Reuben Dickinson on —

Thompson Maxwell of Brookfield in the County of Hampshire Gent Maxwell
Pltf Benjamin Spooner of Charlemont in the same County Yeom Spooner
an Dft in a plea of the Case as may be seen at large of Record
heretofore The Partys now severally appear by Counsil and agree that
this Action be further continued under the Rule heretofore made and
the Partys have Day here accordingly until the Second Tuesday of
February next after the said Second Tuesday of November —

Parsons & Lamb

Daniel Parsons of Springfield in the County of Hampshire Gent Pltf
vs. Gad Lamb of West Springfield in the same County Yeoman Dft in
a plea of the Case for that said Gad at said Springfield on the Ninth
Day of July in the Year of our Lord One thousand Seven hundred Sixty five by his
Note under his hand of that Date, for Value rec.d promised said Daniel
to pay & deliver him thirty bushells of Indian Corn &c as may be
seen more particularly recorded in the last Book of Entrys and now the Partys
severally appear by Council: and it is ordered that this Action be Contin-
ued to the next Term, and the Partys have Day here accordingly until
the Second Tuesday of February next after the said Second Tuesday of
November

Hannum & Smith

Timothy Hannum of Hadley in the County of Hampshire Labourer Pltf vs Noah Smith of sd Same Hadley Trader Deft in a Plea of the Case, as at large on Record at a former Term. The Parties severally appear by Council and agree that this Action be continued under the Rule heretofore made to the next Term and the Parties have Day here accordingly until the second Tuesday of February next after the said second Tuesday of November

Rush & Minturn

Samuel Rush of Murray field in the County of Hampshire Yeoman Pltf vs William Minturn late of sd Same Murray field Yeoman Deft in a Plea of Covenant broken as may be seen of Record at the last Term and now the Parties severally appear by Council; and the Pltf by Cat. Strong Esq his Attorney moves that this Action may be continued for Replication and the Parties have Day here accordingly until the second Tuesday of February next after the said second Tuesday of November

Warner Exrs & Benj. Smith

Eunice Warner Widow & Noadiah Warner Gent both of sd Hadley in the County of Hampshire and Exrs of the last Will & Testament of Elnathan Warner late of said Hadley Deced Pltfs vs Benjamin Smith the sd said Hadley Yeoman Deft in a Plea of the Case as at large of Record at the last Term, and now the Parties appear and agree that this and all other matters in Law & Equity subsisting between said Warners Executors and said Benjamin be referred to the final Judgment and Determination of Frazer Porter Esq. Seth Warham Jun. Eth Bancroft Colt all of Hadley or any two of them, Judgment to be rendered & Execution issued accordingly, and the Parties have Day here until the second Tuesday of February next after the said second Tuesday of November

Davis & Rogers

Nathan Davis of Ware in the County of Hampshire Yeoman Pltf vs Thomas Rogers of the Same Ware Yeoman Deft in a Plea of Trespass &c as at large of Record at the last Term, and now the Parties severally appear and agree that this Action be continued to the next Term, the Pltf agreeing to pay the Costs to this Time and the Deft severally recognizeth and the Parties have Day here accordingly until the second Tuesday of February next after the said second Tuesday of November

Johnson vs Benson

John Johnson of Pelham in the County of Hampshire Yeoman Pltf vs David Benson of Greenwich in the Same County Yeoman Deft in a Plea &c as may be seen at a former Term, and now the said John being three times fruitlessly called to prosecute his Suit & Default & Action is dismissed

Jones & Gray

Isaac Jones of Worcester in the County of Worcester Trader Pltf vs John Gray of Westfield in s County of Hampshire Gent Deft in a Plea of Trespass &c as may be seen of Record at s last Term, the Parties now severally appear and agree that this Action be continued &c s Deft consenting to take no Costs at s

Time, and the parties have Day here accordingly ever till the Second Tues-
day of February next after the said Second Tuesday of November

James Hunt of Williamsburgh in the County of Hampshire Yeoman Pltf vs Tilly Burke of the same Williamsburgh Husbandman Deft in a plea of Trespass on the Case &c as a bar large on Record at the last Term and ye Pltf appears by Caleb Strong Esqr his Attorney and the Deft by John C Williams Esqr his Attorney comes & defends &c and for plea say[s] he never promised the Pltf in Manner & Form as in the Writ & Declaration against him is alledged and thereof puts himself on the Country &c and the Pltf likewise — Whereupon ye Jurors of the Jury according to the Form & Effect of the Statutes in such Cases made and provided, being demanded likewise come here, who to say the Truth concerning the Premises, being impannelled and sworn do on their Oath declare by Israel Chapin Esqr their Foreman, that they find the Deft promised in Manner and Form as the Pltf has alledged and assess Damages for the Pltf in the Sum of sixteen pounds fourteen shillings and six pence New Currency — wherupon it is considered that the said James do recover against the said Tilly the Sum of £16.14.6 New Currency Damages and Costs of Court taxed at £6.10.10 Lawful Money — And now the said Tilly by John C Williams Esqr his Attorney now in Court appeals from the Judgment of this Court to the Supreme Court of Judicature &c — next to be holden at Northampton in ye County of Hampshire & for ye Counties of Hampshire & Berkshire on the last Tuesday of April and he recognizes with Sureties as the Law directs for the said Tilly's prosecuting his said Appeal with Effect as by ye Recognizance on File it appears — Hunt vs Burke

Peter Gleason of a Place called Myrtlefield in the County of Hampshire Yeom Pltf vs Joseph Steel of the same Place Husbandman Deft in a plea of the Case, for that the said Joseph at the said Place called Myrtlefield on the twenty first Day of August last past by his Note of Hand of that Date for Value received promised the said Peter to pay him or his Order the Sum of thirteen pounds lawful Money in Silver (meaning Silver Coin at the Rate of Six shillings & eight pence per ounce) in one month from the Date of said Note (meaning to pay Interest for the same from the Date of said Note till paid) Yet the said Joseph tho often thereto requested hath not paid the Contents of said Note to the Pltf or any part thereof, but unjustly neglects to do it, to the Damage of the said Peter Gleason as he saith the Sum of Sixteen hundred pounds And the Pltf appears by Caleb Strong Esqr his Attorney and the Deft tho three times publickly called makes Default & Appearance, wherefore it is considered that the said Peter do recover against the said Joseph the Sum of thirteen pounds two shillings & nine pence lawful Silver Money Damages and Costs of Court taxed at £3.8.11 New Currency and thereof he may have his Exon. — Gleason vs Steel.

Nash
&
Boltwood &al

John Nash of Amherst in the County of Hampshire Gentleman and Sarah his Wife, who was the Wife of Ebenezer Shellogg late of said Amherst Yeoman deceased. Pffs vs Mary Boltwood Widow, John Boltwood Yeoman & William Boltwood Yeoman all of Amherst aforesaid Defts. The said Mary, John and William were by a proper Officer summon'd by leaving an attested Copy of the Writ at their last & usual Place of Abode on the eighteenth Day of September last past to appear before this Court to shew Cause why to the said John & Sarah his Wife her reasonable Dower they do not vnder of a certain Messuage & twenty eight Acres of Land with the Appurtenances situate in Amherst aforesaid which Land bounds East on the highway, South on Land of Alexander Smith West on a high Way & North on a high Way which Messuage & Land &c. in the Possession of the said Mary William and John Boltwood and which were in the Possession of Ebenezer Shellogg deceased, her the said Sarah's late Husband and whereof he the said Ebenezer was seized in his Demesne as of Fee during the Coverture and whereof she hath no thing as they said John Nash & Sarah say — and the said John Nash and Sarah do complain that the said Mary William & John Boltwood have deforced her thereof. The Defts appear by Mr. Ps Bliss Esq. their Attorney and the said Mary & John Boltwood and the said William by the said Mary his Guardian, pray Leave to imparl until the next Term, because they say that One Solomon Boltwood late of said Amherst now deceased, did in his Life Time by his Deed of Bargain and Sale duly executed grant bargain & sell to the said William in Fee the Messuage & Tenement with the Appurtenances mention'd in the Writ, therein covenanting for himself & his Heirs to warrant the same to the said William against the Lawful Claims & Demands of all Men which Deed the said William here produces in Court and therefore pray Leave of Imparlance as aforesaid, that they may vouch the Heirs of the said Solomon to warrant the same to them against the Demand of the said John & Sarah and it is granted unto them and the Action is continued &c

---

Briagham
vs
McNall

James Briagham of Boston in the County of Suffolk Esq. Pff vs Arthur McNall of South Brimfield in the County of Hampshire Blacksmith Dft in Action of the Case, for that whereas the said Arthur at said South Brimfield on the Eleventh Day of October in the Year of our Lord Seventeen hundred & Seventy three, by his Note under his Hand, for Value received promised one Benjamin Munn to pay him or his Order the Sum of two Pounds & two pence on Demand with Interest till paid, and the said Benjamin Munn thereafterwards on the same Day by his Indorse-

Brigham
&
Wall.

ment on said Note for Value received ordered the Contents of the same Note then unpaid to be paid to the Pltf., whereof the said Arthur had due Notice and thereupon became chargeable to pay said Contents to said Pltf. on Demand & Then & there in Consideration thereof, promised the Pltf to pay said Contents according to the said Arthur the often requested to the said James hath not paid said Sum nor said Interest but neglects it to the Damage of the said James as he saith the Sum of four hundred pounds — The Pltf appears by Abner Morgan Esqr his Attorney and the Dfdt tho three times publickly called to come into Court, makes Default of Appearance Therefore it is considered that the said James do recover against the said Arthur the Sum of Two pounds, fourteen shillings & five pence of New Currency Damages & Costs of Court taxed at £4 11 11 2 besides Money & therefore he may have his Execution —

Little
&
Gimmick

James Bridgham of Boston in the County of Suffolk Esqr Pltf vs. Shubel Dimmick of South Brimfield in the County of Hampshire Miller Dfdt in a plea of Trespass on the Case, for that whereas the said Shubel at said South Brimfield on the first Day of July in the Year of our Lord Seventeen hundred & Seventy four, by his Note under his Hand for Value received promised the said James to pay him or Order the Sum of Five pounds thirteen shillings & three pence on Demand with Interest, meaning with Interest till paid, yet the said Shubel tho' often thereto requested hath paid to said James, neither said Sum nor said Interest but neglects it to the the Damage of the said James as he saith the Sum of Seven hundred pounds — The Dft appears by Abner Morgan Esqr his Attorney, and the Dft tho three times publickly called to come into Court, makes Default of Appearance here — Therefore it is considered that the said James do recover against the said Shubel the Sum of Seven pounds sixteen shillings & Seven pence of the new paper Currency Damages & Costs of Court taxed at four pounds Eleven shillings & eleven pence of like Money and thereof he may have his Execution

Grangers &al
vs
Leonard &al.

Robert Granger Yeoman & Aaron Halladay Yeoman both of Suffield in the County of Hartford & State of Connecticut Pltfs vs. Elisphalet Leonard Esqr & Noah Lawton Yeoman both of West Springfield in the County of Hampshire John Leavitt Esqr & the Sheriff Yeoman ~~Gadeon King Yeoman, Isaac Lewis Yeoman~~ all of said Suffield Dfdts in a plea of Trespass whereon the said Robert & Aaron complain that they the said Elisphalet & Noah John & the Shaddeus & Isaac at said West Springfield on the Eleventh

Granger & al
v.
Leonard & al

Day of September current with Force & Arms twenty six yards of Striped Velvet of the Value of twenty three pounds, eight Shillings lawfull Silver Money & the several Articles of Merchandize Goods & Wares, mentioned in the Schedule hereto annexed of the Value annexed to the said several Articles in the same Schedule amounting to six hundred & Ninety four pounds ten shillings in the whole equal to Twenty seven thousand seven hundred & eighty pounds Currency in lawfull Money of this State, all of the Goods & Chattels of them the said Robert & Aaron did take & carry away & other Outrages on them the said Robert & Aaron the said Elipthalet, Noah & Thankful Haddens & Shaver then & there did contrary to Law against the Peace & to the Damage of the said Robert Granger & Aaron Halladay as they say the Sum of Thirty Thousand pounds. The Pltfs appear by Moses Bliss & Strong Esqrs and the Deptt by Justin Ely Esqr their Attorney come into Court & move that this Action may be continued to the next Term, and it is considered that the Parties have Day here accordingly until the Second Tuesday of February next after the said Second Tuesday of November

Chapin
vs
Smith

The Commonwealth of Massachusetts — To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting

Command Samuel Smith of Sandysfield in our County of Berkshire Gent. Yeoman (if he may be found in your Precinct) to appear before our Justices of our Inferior Court of Common Pleas to be holden at Northampton within & for our said County of Hampshire on the Second Tuesday of November next then & there in our said Court to answer to Ephraim Chapin of Springfield in our said County of Hampshire Gentleman in a plea of Entry upon Disseizin in the post, whereby he demands of the said Samuel the several Pieces & parcells of Land hereafter mentioned & described lying in the said County of Hampshire of which Abel Chapin late of said Springfield Yeoman deceased died seized and which were set out divided and assigned to Hannah the Wife of John Bosworth of said Sandisfield Yeoman in the Distribution of the said Abels Estate. Viz. One Lot of Land in West Springfield in said County known & called by the Name of Stockwells Lot. Also that part of another Lot there adjoining to the South Line of Northampton that the said Abel held in partnership with Benjamin Day Esqr of said West Springfield the Owner of the other part & lies in one piece. Also one Lot of Land in said Springfield originally surveyed & laid out to Nathaniel Chapin formerly of said Springfield deceased, on the South Scheme so called of Division of the unsurveyed Common, so called containing thirty Nine acres and One hundred & sixty two rods. Also the

Inward Lot following in the third & last Scheme so called of Division of the said Inward Commons in and Springfield Viz Lot Number Two hundred & Sixty two of Twenty Acres & fifty three rods — Lot Number Thirty Seven of Thirteen Acres — Lot Number One hundred and Ninety Seven of twenty One Acres & eighty rods Lot Number fifty of eighteen Acres Lot Number Ninety two of Eighteen Acres & eighty rods, Lot Number One hundred & Seventy of twenty Acres and eighty rods — and Five parts of Lot Number Two hundred & eighty Nine of Thirty nine Acres and One hundred & twenty Six rods the same into Six equal parts to be divided, with the Appurtenances, as his the said Ephraims Right and Inheritance, and into which the said Samuel hath no Entry but after the Disseisin which Hugh Hunt thereof unjustly & without Judgment committed against him within twenty Years last past & whereof he complains that the said Samuel Smith still unjustly deforceth him — and whereupon he saith that he himself was seized of the aforesaid Lands with the Appurtenances thereof, in his own Right as of his Inheritance & right in a peaceable Time within twenty Years last past, taking the Profits thereof to the Value of Five pounds by the Year and into which the said Samuel hath no Entry but after the Disseisin which Hugh Hunt thereof unjustly & without Judgment committed against him within twenty Years last past — & whereof he unjustly deforceth him & thereupon he brings this Suit, which Disseisin is to the Damage of the said Ephraim as he saith Ten thousand pounds —

And now at this Time comes the said Samuel Smith in his proper Person & defends the Wrong & when & where &c shall behave him and thereupon cometh John Bosworth of Sandisfield in the County of Berkshire Yeoman & Hannah his Wife & warrants the Lands & Tenements aforesaid with their Appurtenances to him against the Demand of the said Ephraim &c against the Demandant — And the said John Bosworth & Hannah his Wife upon Summons made thereof in the County now appear here in Court by Thos Dwight Esq their Attorney & freely warrants the Lands & Tenements aforesaid with their Appurtenances to him the said Samuel Smith against the Demands of the said Ephraim the Demandant & pray that he may vouch against them — And the said Ephraim thereupon doth demand both against the said John Bosworth and Hannah his Wife, Tenants by their own Warranty the Lands & Tenements aforesaid with their Appurtenances as their own Right and Inheritance and whereunto the said Samuel had no Entry but after the Disseisin aforesaid of the said

Chapin
&
Smith

Hugh Hunt unjustly & without Judgment committed within the said Term of twenty Years and whereupon the said Ephraim says that he within the said twenty Years in a Time of Peace &c was seized of the Lands & Tenements aforesaid with their Appurtenances in his Demesne as of Fee and Right, taking the Profits thereof to the Value of five pounds by the Year & whereunto the said Samuel hath no Entry but after the Disseisin aforesaid of the said Hugh Hunt unjustly & without Judgment committed against the said Ephraim within the Term aforesaid of twenty Years & whereof he deforceth him & thereof he bringeth his Suit — And the said John Bosworth & Hannah his Wife, Tenants by their own Warranty defend their Right when & where it shall behove them and their upon further vouch Eleazer Burbank who came & the Lands & Tenements aforesaid with their Appurtenances to him again the said Demand of the said Ephraim — And the said Eleazer Burbank now present here in Court in his proper Person freely warrants the Lands & Tenements aforesaid with their Appurtenances to him against the said Demand of the said Ephraim: the Demandant and prays that he said Ephraim may count against him — And hereupon the said Ephraim demands against the said Eleazer Burbank Tenant by his own Warranty the Lands & Tenements aforesaid with their Appurtenances as his Right and Inheritance and wherein said Samuel had not Entry but after the Disseisin aforesaid of the said Hugh Hunt unjustly and without Judgment committed within the said Term of Twenty Years and whereof the said Ephraim says that he within the said Term of twenty Years in a Time of Peace was seized in his Demesne as of Fee & Right of the Lands & Tenements aforesaid with their Appurtenances, taking the Profits thereof to the Value of five pounds by the Year and whereunto the said Samuel had not Entry but after the Disseisin aforesaid of the said Hugh Hunt unjustly and without Judgment committed within the said Term of twenty Years and whereof the said Samuel deforceth him & thereupon he bringeth this Suit — And the said Eleazer Burbank Tenant by his own Warranty defends his Right when & where &c and says that the aforesaid Hugh Hunt did not disseize the said Ephraim in Manner & Form as the said Ephraim in his Writ & Declaration above supposes and thereof puts himself on the Country — and the said Eleazer prays Leave to imparl and it is granted unto him — And afterwards the aforesaid Ephraim cometh again into Court in this same Term by Simeon Strong Esq: his Attorney, and the aforesaid Eleazer Burbank, tho' solemnly called cometh not

again, but hath departed in Contempt of the Court and maketh Default ~ Therefore it is considered that the said Ephraim do receive his Seizin against the aforesaid Samuel of the Lands & Tenements aforesaid with their Appurtenances, and that the said Samuel have of the Lands of the said John Bosworth & Hannah his Wife to the Value of the Tenements aforesaid and further that the said John Bosworth & Hannah his Wife have of the Lands of the said Eleazer to the Value of the Tenements aforesaid and the said Eleazer in Mercy ~ And afterwards the said Ephraim prays a Writ of the Commonwealth to be directed to the Sheriff of the County aforesaid, to cause him to have full Seizin of the Lands aforesaid with the Appurtenances, and it is granted unto him returnable at the Term of this Court the second Tuesday of February next

Afterwards ~ Viz the thirteenth day of February Anno Domini 1781. in the Term last mentioned here cometh the said Ephraim Chapin and Joel Day Deputy Sheriff under Elisha Porter Esqr now sendeth that he by Virtue of the Writ aforesaid, to him directed on the twentieth Day of November did cause the said Ephraim to have full Seizin of the Tenements aforesaid with the Appurtenances as he was commanded

Chapin & Bosworth

The Commonwealth of Massachusetts ~ To the Sheriff of our County of Hampshire his under Sheriff or Deputy ~ Greeting

We command You that You summon John Bosworth of Sandisfield in our County of Berkshire Yeoman if he may be found in your Precinct) to appear before our Justices of our Inferior Court of Common Pleas to be holden at Northampton within & for our said County of Hampshire on the second Tuesday of November next then & there in our said Court to answer unto Ephraim Chapin of Springfield in our said County of Hampshire Gentleman in a plea of Entry upon Disseisin in the post whereby he demands against the said John sundry peices or parcells of Land hereafter mentioned and described lying in said Springfield in said County of Hampshire, of which Abel Chapin late of said Springfield Yeoman deceased died seized, and which were set out divided & assigned to Samuel Smith of said Sandisfield Junr Yeoman Grandson of said Abel, in the Distribution of his the said Abel's Estate agreable to his last Will & Testament Viz One half being the Easterly half of the Lot in the

common Field called Chicopee Field; in said Springfield, northerly of the Village called Chicopee as aforesaid said half) containing fifteen Acres Also the Lots herein described in the third & last Scheme so called of Division of the Lands called the inward Commons in said Springfield Viz Lot Number Twenty two of thirty five Acres & sixty two rods, Lot Number One hundred sixty of Eighteen Acres & seventy seven rods with their Appurtenances as his the said Ephraims Right & Inheritance and into which the said John hath no Entry, but after the Disseisin which Hugh Stunk thereof unjustly and without Judgment committed against him within twenty Years last past and whereof he complains that the said John Bosworth, still unjustly deforceth him and whereupon he saith that he himself was seized of the aforesaid Lands with the Appurtenances thereof in his own right as of his Inheritance & right in a peaceable Time within twenty Years last past taking the Profits thereof to the Value of Five pounds a Year and into which the said John Bosworth hath no Entry but after the Disseisin which Hugh Stunk thereof unjustly and without Judgment committed against him within twenty Years last past and whereof he unjustly deforceth him & thereupon he brings this Suit which Disseisin is to the Damage of the said Ephraim as he saith the Sum of Ten thousand pounds ——— and the said John Bosworth comes into Court in his proper Person and defends his Right when & where &c — and thereupon vouches Samuel Smith of Sunderland in the County of Berkshire Yeoman to warrant the Lands & Tenements aforesaid with their Appurtenances against the Demand of the said Ephraim Chapin the Demandant — and the said Samuel Smith who is present here in Court in his proper Person freely warrants the Lands & Tenements aforesaid with the Appurtenances to him the said John Bosworth against the Demand of the said Ephraim the Demandant, and prays that the said Ephraim may come against him — and hereupon the said Ephraim demands against the said Samuel Smith Tenant by his own Warranty the Lands & Tenements aforesaid with the Appurtenances as his Right and Inheritance & whereunto the said John had not Entry but after the Disseisin aforesaid of the said Hugh Stunk unjustly & without Judgment committed within the Term aforesaid, and whereupon the said Ephraim says that he within the Term aforesaid was seized of the Lands & Tenements aforesaid demanded with the Appurtenances in his Demesne as of Fee & right taking the Profits thereof to the Value of Five pounds by the Year and whereunto

the said John Bosworth had no Entry, but after the Disseisin aforesaid of the said Hugh Hunt unjustly and without Judgment committed within the Term of twenty Years and whereof he dies seized the said Ephraim and thereupon he brings his Suit — and the said Samuel Smith Tenant by his own Warranty, defends his Right &c when &c and he vouches to Warranty the said Eleazer Burk who is present here in Court in his proper Person, freely warrants the Lands & Tenements aforesaid with the Appurtenances to him the said Eleazer Burk against the Demand of the Demandant and prays that the said Ephraim the Demandant may count against him; and thereupon the said Ephraim demandeth against the said Eleazer Burk the Lands & Tenements aforesaid with the Appurtenances as his right and inheritance and whereinto the said John Bosworth had no Entry but after the Disseisin aforesaid of the said Hugh Hunt & thereupon he saith that he the said Ephraim within the said Term of twenty Years was seized of the Lands & Tenements aforesaid with the Appurtenances in his Demesne as of Fee & Right taking the profits thereof to the Value of five pounds by the Year and whereinto the said John had not Entry but after the Disseisin aforesaid of the said Hugh Hunt unjustly & without Judgment made within the said Term of twenty Years and whereof he disseizes him and thereupon he brings his Suit — and the said Eleazer Burk Tenant by his own Warranty defends his Right when & where &c and saith that the said Hugh Hunt did not disseize the aforesaid Ephraim of the Lands & Tenements aforesaid in manner & Form as the said Ephraim in his Writ & Count above doth suppose and thereof puts himself upon the Country — and thereupon the said Eleazer prays Leave to imparl — and it is granted unto him —

And afterwards the said Ephraim cometh again hereinto Court in this same Term in his proper Person, and the aforesaid Eleazer Burk tho solemnly called cometh not again but hath departed in Contempt of the Court and maketh Default Therefore it is considered that the said Ephraim do recover his Seizen against the aforesaid John of the Tenements aforesaid with the Appurtenances, and that the said John have of the Land of the aforesaid Samuel

Smith Junr to the Value of the Tenements aforesaid, and further that the said Samuel have of the Lands of the said Eleazer Burt to the Value of the Tenements aforesaid — and the said Eleazer in Mercy — and hereupon the said Ephraim prays a Writ of the Commonwealth to be directed to the Sheriff of the County aforesaid to cause him to have full Seisin of the Tenements aforesaid with the Appurtenances, and it is granted unto him returnable at the next Term of this Court to be holden at Northampton in said County on the second Tuesday of February next —

Afterwards Viz the Thirteenth day of February Anno Domini 1781 in the Term last mentioned here cometh the said Ephraim in his proper Person, and the Sheriff namely Joel Day — now sendeth that he by Virtue of the Writ aforesaid to him directed on the 20th day of November did cause the said Ephraim to have full Seisin of the Lands & Tenements aforesaid with the Appurtenances as he was commanded —

Smith & Barber

Noah Smith of Hadley in the County of Hampshire Trader Plt v. Daniel Barber of Worthington in the same County Yeoman Deft in a plea of the Case for that the said Daniel at Hadley aforesaid on the thirty first day of July last past by his promissory Note of Hand of that Date for Value received promised the said Noah Smith to pay him the Value of Ten pounds eight shillings the old Way meaning in Grain as it was sold in the Year 1774 to be paid in four Teen bushells of Wheat good & merchantable at four shillings per bushell and the Remainder of said Sum in Rye at three shillings per bushell in two months from the Date of said Note said Wheat & Rye to be delivd at Hadley aforesaid / and if not then paid meaning if said Wheat & Rye was not delivd within said two months then &c meaning lawful Interest / from the Date of said Note till paid and the said Noah in fact says he has always been ready to receive s Wheat & Rye agreable to the Tenor of said Note; yet the said Daniel tho thereto often requested & all tho the Time of Delivery has long since past hath never delivd said Wheat & Rye or ever fulfilld his Promise aforesaid but neglects it to the Damage of the said Noah as he saith the Sum of One thousand pounds — The Plt appears by John Ellis Williams Esqr his Attorney, and the Deft tho three Times publickly called makes Default & appearance here — Whereupon it is considerd that the said Noah do recover against the said Daniel the Sum of Twenty six pounds seven shillings & One penny of the New Currency Damages & Costs of Court taxed at £2. 0. 2 of ye the Money and thereof he may have his Execution

Execution Nov. 22. 1780 —

Abijah Prince of Guilford in the County of Cumberland & State of New York Labourer Plff & Abner Turner late of Sunderland in the County of Hampshire Yeoman Defdt in a plea of the Case for that whereas the said Abijah at Sunderland aforesaid on the first day of April last past had done & performed six months Labour for him the said Abner by his the said Abijah's Son at the special Instance and Request of him the said Abner; he the said Abner then & there in Consideration thereof assumed on himself & to the said Abijah faithfully promised that he would well & truly content & pay him the said Abijah all such Sums of Money as he reasonably deser=ved to have for the Work & Labour so done & performed by said Abijah by his Son as aforesaid, whenever after he should thereto be required; and the said Abijah in fact saith the Labour & Work so done & performed as aforesaid was well worth the Sum of Six hundred pounds Currency of the United States of which the said Abner there instantly had Notice & then & there in Consid=eration thereof promised the said Abijah to pay him the same Sum on Demand — Yet the said Abner tho' often requested hath never paid said Sum or any part thereof or ever fulfilled his Promise aforesd but neglects & refuses so to do to the Damage of the said Abijah as he saith the Sum of Six hundred pounds — The Defdt appears by John C Williams Esqr his Attorney and the Plff tho three Times publickly called to come into Court makes Default of appearance here — Wherefore it is considered that the said Abijah shall recover against the said Abner the Sum of fifteen pounds New Currency Damages and Costs of Court taxed at £2 11 9 & the Money and thereof he may have his Execn — Prince & Turner

Henry Thompson of Palmer in the County of Hampshire Yeom Plff vs Benja Thompson of Ware in the same County Yeoman Defdt in a plea of Trespass for that the said Benjamin at Ware aforesaid on the eighth day of September last past with Force & Arms broke and entered the Close of said Henry in Ware aforesaid and with Force & Arms took & carried away One Ox of the Price of fifteen hundred pounds and the same Ox detained in pound without relieving him with suitable Meat & Water, whereby said Ox was almost famished & spoiled and other Outrages then & there committed against the Peace & to the Damage of the said Henry as he saith the Sum of Two thousand pounds — The Parties severally appear by Council & agree that this Action be continued, and the Par=ties have Day here accordingly until the second Thursday of Febru=ary next after the said second Thursday of November — Thompson & Thompson

John Nash of Amherst in the County of Hampshire Genth Plff vs Joseph Eastman Yeomen. Elijah Baker Yeoman, James Hendrick Genth & Jona Moody Junr Yeoman all of said Amherst Defts in a plea of Trespass for that the said Joseph Elijah James & Jonathan with Amherst aforesaid on the first Day of Septem=ber in the Year of our Lord Seventeen hundred & Seventy six with Force and Arms entered the Dwelling House of the said John Nash in Amherst afore=said & then & there broke, cut & tore spoiled & destroyed One wooden Door of the said John then & there found belonging to the aforementioned House of the Value of Three hundred pounds, and then & there at Amherst afore=said Nash vs Eastman et al

on the same last Day of September aforesaid with Force & Arms made an Assault upon him the said John Nash then & there in the Peace of God & and the State of Massachusetts Bay being, and him the said John Nash did drag out of his Dwelling House aforesaid & him the said John did draw on the Ground and said John with Sticks Clubs & Fists did beat bruise wound and otherwise did evil intreat and him the said John Nash then & there with like Force & Arms did unlawfully and against the Will of the said Nash & against the Laws of this State without any legal Warrant Authority or justifiable Cause did imprison and detain for the Space of twenty two Hours and other Wrongs & Injuries to the said John Nash then & there did to the great Damage of the said John Nash, against the Peace &c and to the Damage of the said John as he saith the Sum of Nine thousand pounds

The Plt appears by Caleb Strong & M Williams Esqrs his Attorneys and the Dfts by Justin Ely Esq. their Attorney, reserving to themselves the Liberty of offering any special Matter in Evidence in Justification on the General Issue, say they are not guilty in Manner & Form, as the Plt in his Declaration hath alledged against them and thereof put themselves on the Country — and the Plt likewise — Whereupon the Jurors of the Jury according to the Form & Effect of the Statutes in such Cases made and provided, being demanded likewise come here, who to say the Truth concerning the Premises, being impannell'd & sworn declare upon their oath that they find the Defendants not guilty — Wherefore it is considered that the said Joseph Elijah James & Jon.a do recover against the said John their Costs taxed at £5.. 15..0 — And now the said John Nash here in Court in his proper Person, appeals from the Judgment of this Court to the Superior Court of Judicature &c next to be holden at Northampton in the County of Hampshire and for the Counties of Hampshire & Berkshire on the last Tuesday of April next and he recognizes with Sureties as the Law directs for his prosecuting his said Appeal with Effect as by said Recognizance on File it appears

Gates of Warner — Thomas Asa Gates of Belchertown in the County of Hampshire Blacksmith Appellant v.s Elisha Warner of the same Belchertown Yeoman Appellee from the Judgment of Chazer Porter Esq.r one of the Justices of the Peace for the County of Hampshire at a Trial before him on the thirteenth Day of November Instant — wherein the said Thomas As a Gates was Plt & the said Elisha Warner was Dft in a plea of Trespass for that the said Elisha at Belchertown aforesaid entered the Shop of the said Thomas at Belchertown aforesaid on the thirtieth day of October last past and then & there with Force and Arms broke and carried away one narrow Axe then & there found, the Goods & Chattels & the Property of the said Thomas and of the Value of thirty pounds of Currency of the United States, and other Injuries to the said Thomas then & there did contrary to Law, against the

Plaine and to the Damage of the said Thomas by a Plea as he saith the Sum of Twenty Shillings — And the said Elisha comes and defends the Force and Injury when & where &c and for plea says that he is not guilty in Manner and Form as the Plt has declared against him and thereof puts himself upon the Trial of the said Justice and the Plt likewise; at which Trial Judgment was rendered that the Dft is not guilty and therefore that he should recover against the Plt his Costs, from which Judgment the said Thomas appealed to this Court — The Parties appear and are at Issue on their former Pleas — Thereupon the Jurors according to the Form of the Statute in this Case made & provided, at this Time returned & impannelled being charged: did likewise come who to say the Truth concerning the Premises being duly sworn declare upon their Oaths that the said Elisha the Appellee is not guilty — Therefore it is considered by the Court that the said Elisha do recover against the said Thomas his Costs taxed at three pounds seven Shillings & three pence of ye New paper Currency and that he may have his Execn

Cates vs Warner

Hamelton

Thing

Robert Hamelton of Conway in the County of Hampshire Gent. Plt vs Zador Thing of Shelburn in the same County Husbandman Dft in a Plea of the Case for that the said Zador at Conway aforesaid on the twenty first day of March last past in Consideration that he the said Zador had then and there received of the said Robert the Sum of two thousand three hundred & eighty five pounds lawful Money apromised on himself and then & there promised the said Robert that he the said Zador would pay, meaning to pay immediately, the same Sum to Henry Gardner Esqr Treasurer of the State of Massachusetts Bay, for the Use & on the Account of the said Robert, and bring a Discharge, meaning a Discharge to said Robert, from the Treasury, meaning from said Treasurer for the same, and that he the said Zador would indemnify and save harmless the said Robert from any Cost or Expense on Account of the said Zador & not paying the said Sum as aforesaid to the said Treasurer — Also for that the said Zador at said Conway on the twenty first day of March last by his Note in Writing under his hand acknowledged that he the said Zador had received of the said Robert another Sum of Two thousand three hundred & eighty five pounds in Consideration whereof the said Zador then & there by the same Note promised the said Robert to pay the same Sum to the Treasury of this State & bring a Discharge from the said Treasury for the same without any Cost to the said Robert — Also for that the said Zador afterwards on the same twenty first day of March at said Conway was indebted to the said Robert in One other Sum of two thousand three hundred & eighty five pounds for so much Money by the said Zador to the Use of the said Robert before that Time had and received & the said Zador in Consideration thereof then & there aforesaid on himself and to the said Robert faithfully promised that he the said Zador the same Sum last mentioned to the said Robert when he should be after thereto required, faithfully & well would pay and content — Yet the said Zador tho

Hambleton v Laing

plaintiff requested thereto, hath not paid either of the said Sums, to the said Treasurer or any part thereof or indemnified the said Robert from Cost & Expence on Account of his Non payment of the same, by Reason of said Ladoc not paying said Sums aforesaid, has been obliged to expend large Sums of Money nor hath the said Ladoc paid the Sum last mentioned to the Plt or any Way contented the Plt for either of his said Promises, but unjustly neglects & refuses to do it to the Damage of the said Robert Hambleton as he saith the Sum of ten thousand pounds — The Plt appears by Caleb Strong Esq his Attorney & the Defts by S. Williams Esq & Simeon Strong Esq his Attorneys, comes & defends &c. and for plea say that he never promised in Manner & Form as the said Robert in his Declaration has alledged and thereof puts himself on the Country — and the Plt likewise Whereupon the Jurors according to the Force Form & Effect of the Statute in this Case made & provided at this Time returned & impannelled being demanded likewise come, who to say the Truth concerning the Premises being duly sworn declare upon their Oath that they find that the said Ladoc did promise in Manner & Form as the said Robert in his Declaration hath alledged and assess Damages for the Plt to sixty eight pounds & eighteen Shillings of the New Currency — Whereupon it is considered that the said Robert do recover against the said Ladoc the Sum of sixty eight pounds eighteen Shillings of the New Paper Currency Damages, and Costs of Court taxed at £9..0..0 of like Money. And now the Parties Viz the said Robert & Ladock presents in their proper Persons here in Court severally appeal from the Judgment of this Court, to the Superior Court of Judicature &c next to be holden at Northampton in the County of Hampshire and for the Counties of Hampshire on the last Tuesday of April next, and they severally recognize with Sureties as the Law directs for their severally prosecuting their said Appeals as by Recognizance on file will appear —

Dickinson v Butterfield

Josiah Dickinson of Northampton in the County of Hampshire Yeoman Plt vs Thomas Butterfield late of Sterling in our County of Charlotte & State of New York Yeoman otherwise called Thomas Butterfield of Sterlington in the State of Vermont Husbandman Deft in a plea of the Case for that the said Thomas at Northampton aforesaid on the twenty third day of September in the Year of our Lord Seventeen hundred & twenty Nine by his Note of Hand of that Date for Value received promised the said Josiah to deliver to him two hundred & an half (meaning two hundred & an half weight) of Flour (meaning Wheat Flour) on or before the first day of November then next, meaning to pay Interest after that Time till paid. And the said Josiah avers

that Wheat Flour at the said Time of Payment was of the Value of One hundred & Twenty pounds by the hundred weight Yet the said Thomas the often requested hath not Delivered said Flour to the Plt or any part thereof but unjustly neglects to do it. to the Damage of the said Jonah Dickinson as he saith the Sum of Five hundred pounds — The Plt appears by C Strong Esqr his Attorney and moves that the Action may be continued because the Dfdt is out of the Commonwealth — and the Parties have Day here accordingly until the Second Tuesday of February next after said Second Tuesday of November

Benjamin Bryant of Chesterfield in the County of Hampshire Yeom Plt v. Ezra Phillips of the same Chesterfield Yeoman Dfdt in a plea of Replevin for that the said Ezra Phillips on the fourth Day of October current at a place called the said Benjamin Bryants Brush Pasture in Chesterfield aforesaid took One black Mare with a white Face, One Sorrel Mare with a white Face five Years old, One Sorrel Mare with a white Face two Years old, One Iron Grey Horse Colt two Years old of the Plts & drove them away & impounded them in his the said Ezra Phillips Barn Yard in Chesterfield aforesaid & in the said Pound them unjustly detained against Pledges & Sureties till this Day which is to the Damage of the said Benjamin Bryant as he saith the Sum of two hundred pounds & shall then & there appear with other due Damages — The Parties appear & ye Dfdt moves that this Action may be continued for special Pleading &c and the Parties have Day here accordingly until the Second Tuesday of February next after the said Second Tuesday of November

Bryant
v.
Phillips

Perrin
v
Thing

Abraham Perrin of Berlin in the County of Suffolk Trader Plt &c
Zadok Thing of Shelburn in the County of Hampshire Husbandman
Dft in a plea of the Case for that the said Zadok at Conway in the
County of Hampshire on the ninth day of August current by his
Note of Hand of that Date for Value received promised the said
Abraham to pay him eight Thousand & four hundred pounds
in Continental Paper Currency on Demand meaning to pay
the lawful Interest for the same Sum till paid yet said
Zadok tho often thereto requested hath not paid the Contents
of the said Note to the Plt or any part thereof, but unjustly
neglects to do it to the Damage of the said Abraham Perrin
as he saith the Sum of twelve Thousand pounds
The Plt appears by Caleb Strong Esqr his Attorney, and the Dft
tho' three times publickly called to come into Court makes Default
of Appearance &c — Whereupon it is considered by the Court
that the said Abraham do recover against the said Zadock
the Sum of Eight thousand five hundred & Eleven pounds
Sixteen shillings and eight pence
of the old Continental Currency Damages and Costs of Court
taxed at £24 13 2 of the New Paper Currency — and there of he
may have his Execution The Parties severally appeal from this Judgment of this Court to the
next Superior Court to be and severally recognize for prose-
cuting their said Appeal or that Recognizance appear —

Miller
&
Fullerman &

David Miller of Marlboro' in the County of Cumberland & State of Vermont Yeoman, otherwise called David Miller of Marlboro' in the County of Cumberland & State of New York Yeoman Plt & Bushman Fullerman & otherwise called Bushman Fuller of West Springfield in the County of Hampshire Labourer Dft in a plea of the Case for that said Bushmen at said West Springfield on the Thirtieth Day of December in the Year of our Lord Seventeen hundred Seventy eight by his promissory Note under his Hand of that Date for Value then received, promised the said David to pay him the Sum of One pound two shillings worth of Grain with Use meaning Interest till paid, to be paid the old way meaning the former price of Grain viz Wheat at four shillings a bushell Rye at two shillings Eight pence a bushell, Corn at two shillings a bushell, to be paid in the Year 1779 which Time of payment is long since past, and the Plt further saith he has been always ready at said West Springfield to receive said Grain according to the Tenor of said Note and that the said Wheat is well worth twelve pounds of current Money a bushell amounting in the whole to One hundred & fifty pounds current Money, yet said

Bushman the Oftin Thereto requested, hath never paid said Grain or Money, or any part thereof to the Plt or in any way fulfilled his said Promise but unjustly neglects it to the Damage of the said David as he saith the Sum of Two hundred pounds —

The Plt appears by Justin Ely Esqr his Attorney and the Deft tho' three Times publickly called maketh Default of Appearance &c — Whereupon it is considered by the Court that the said David do recover against the said Bushman the Sum of Three pounds, four shillings & four pence of the New paper Currency Damages and Costs taxed at Two pounds Eleven shillings and eight pence — of like Money and thereof he may have his Execution

Rule of Court —

It is by the Justices of the Court now here ordered that any Matter cognizable & regularly brot before this Court, concerning which no Order shall be made at the propper Term, shall be considered as continued to the next Term equally so as if specially ordered and the Clerk of this Court is ordered to record this, as a Rule of this Court in their future proceedings —

The foregoing Judgments & Orders being made & entered up in manner aforesaid, and the said Court was then adjourned without Day

Attest Rod Breck Clk